

IMPORTANT — PLEASE READ CAREFULLY: PLEASE REVIEW THESE TERMS OF SERVICE (THIS “AGREEMENT”) IN THEIR ENTIRETY BEFORE ACCESSING OR USING THE WORKTRAINING.COM LEARNING MANAGEMENT SYSTEM (THE “LMS”), PURCHASING COURSES, OR USING ANY RELATED SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN EASLER EDUCATION LLC D/B/A WORKTRAINING.COM (“WORKTRAINING.COM,” “WE,” “US,” OR “OUR”) AND YOU, THE INDIVIDUAL OR LEGAL ENTITY YOU REPRESENT (THE “CUSTOMER” OR “YOU”). BY (A) CLICKING A BOX INDICATING ACCEPTANCE OF THIS AGREEMENT OR (B) EXECUTING A LICENSE AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS HEREIN AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE APPLICABLE ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE LMS. **We may modify these Terms at any time, and your continued use of the LMS after the effective date of any modification constitutes your acceptance of the updated Terms.**

SUMMARY OF KEY TERMS (CONVENIENCE COPY ONLY): The following summary is provided solely for convenience; it does not replace or override the full text of this Agreement.

Payments and Refunds: All fees are due in advance. Subscriptions renew automatically at the end of each Subscription Period unless you cancel **anytime prior to the renewal date** (see **Cancellation Policy** below). **No refunds are available for course purchases or training supplies under any circumstances.** A flat **five- hundred- dollar (US \$500.00)** administrative fee applies to every chargeback or returned- check dispute; the entire amount is paid to a third- party dispute- resolution service.

Cancellation Policy: You may cancel a subscription at any time up to the last day of the current Subscription Period. Access continues until the term ends, and the subscription will not renew. No partial- period credits or refunds are issued.

Your Responsibilities: Provide accurate account and payment information, refrain from sharing accounts, and use the LMS only for lawful purposes. Users must be at least eighteen (18) years of age or have verifiable parental consent.

Data Use: We collect and process personal and payment data as described in our Privacy Statement (<https://worktraining.com/privacy-statement>) and other applicable U.S. data- privacy laws. Recordings may be used for educational or promotional purposes unless you opt out in writing. Aggregated and anonymized data may be used to train artificial- intelligence models that enhance our services.

Access and Termination: Access to course content lasts until completion or for five (5) years from the date of purchase, whichever occurs first. We may suspend or terminate access for non- payment or violation of this Agreement.

Disclaimer: WorkTraining.com is not a law firm, does not provide legal advice, and no attorney- client relationship is created by your use of the LMS. Qualification certificates issued by WorkTraining.com certify only that a learner has completed the designated training; they are **not** professional licenses or governmental certifications.

1. DEFINITIONS:

(a) **“Account:”** The profile you create on the LMS and access with your unique credentials.

(b) **“Affiliate:”** Any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

(c) **“Your Content:”** All content or materials that you or your End Users upload or transmit to or through the LMS.

(d) **“Course Content:”** All content or materials provided by WorkTraining.com through the LMS or any other channel.

(e) **“Applicable Privacy Law:”** All U.S. federal and state laws governing the collection, use, and protection of personal information (e.g., CCPA, GLBA, HIPAA), as amended from time to time.

(f) **“Documentation:”** User manuals, help guides, and other instructional materials provided by WorkTraining.com.

(g) **“End User:”** An individual authorized to access Course Content via your Portal or Sub- Portal.

(h) **“Fees:”** All amounts payable by you under this Agreement or any License Agreement.

(i) **“Intellectual Property:”** All intellectual- property rights worldwide.

(j) **“Learning Management System” or “LMS:”** The online learning services made available at <https://worktraining.com> (or any successor site we designate).

(k) **“License Agreement:”** An order form or other agreement executed by you and WorkTraining.com for a subscription Package.

(l) **“Package:”** The tier of LMS services you select in a License Agreement.

(m) **“Portal” / “Sub- Portal:”** Your branded area(s) within the LMS.

(n) **“Revisions:”** Any update, upgrade, or other change to the LMS or Course Content.

(o) **“Subscription Start Date” / “Subscription Period:”** The respective start date and duration of your subscription as specified in your License Agreement.

(p) **“Software Support Services:”** The support services included with your Package.

2. USE OF THE LMS:

2.1 Grant of Rights: Subject to this Agreement and your Package, WorkTraining.com grants you a limited, non- exclusive, non- transferable right during the Subscription Period to (i) access and use the LMS and Course Content, (ii) create and upload Your Content to your Portal or Sub- Portals, (iii) deliver courses and training to End Users, and (iv) sublicense End Users to access your Portal and Sub- Portals.

2.2 SaaS Service Levels: WorkTraining.com will use commercially reasonable efforts to maintain **99.5 % monthly uptime**, excluding scheduled maintenance and force- majeure events. Scheduled maintenance will be announced at least forty- eight (48) hours in advance.

2.3 Revisions: WorkTraining.com may implement Revisions at any time; however, we will not materially degrade the core functionality of the LMS during an active Subscription Period.

2.4 Data- Export Assistance: Upon written request received within thirty (30) days after termination or expiration, WorkTraining.com will provide you with a one- time export of Your Content and End- User training records in a commercially reasonable format (e.g., CSV, SCORM) at no additional charge.

2.5 Instructor- Led Training: Where Course Content is designated as instructor- led, the following apply: (a) supplies are shipped once the Learner confirms a shipping address; undeliverable shipments may be resent only after payment of a US \$50.00 re- shipping fee; (b) Learners who cancel a scheduled “Mock” with less than forty- eight (48) hours’ notice or who do not attend will incur a US \$150.00 rescheduling fee; (c) Learners must act professionally; disruptive behavior may lead to removal and suspension.

2.6 Training Supplies: Training supplies are for instructional use only, may include opened or non- functional components, and are provided “as is” without replacement.

2.7 Geographic Limitations: The LMS is offered only to users located within the United States and its territories. You are responsible for compliance with all local laws.

2.8 Accessibility: WorkTraining.com strives to design the LMS in compliance with WCAG 2.1 accessibility guidelines. See our Accessibility Statement at <https://worktraining.com/ada-accessibility>, or contact hello@worktraining.com for assistance or accommodation.

3. USE RESTRICTIONS: You and your End Users shall not: (a) copy, modify, translate, sell, resell, distribute, reverse- engineer, or decompile any part of the LMS or Course Content except as permitted by law; (b) upload or transmit unlawful or infringing content; (c) introduce malicious code; (d) interfere with LMS performance or security; (e) build a competitive product or service using the LMS; (f) remove proprietary notices; (g) transmit sensitive regulated data (e.g., PHI under HIPAA) through the LMS; or (h) use the LMS for any illegal or unauthorized purpose.

4. YOUR RESPONSIBILITIES:

(a) **Usage Limits:** Do not exceed the usage limits of your Package. End- User accounts may not be shared.

(b) **Account Security:** You are responsible for all activities under your Account. Notify WorkTraining.com immediately of unauthorized use.

(c) **Compliance with Laws:** You are solely responsible for ensuring that your use of the LMS and Course Content complies with all applicable laws and industry standards (e.g., OSHA, DOT). WorkTraining.com makes no representation that completion of any course will satisfy a specific regulatory requirement.

(d) **Age Requirements:** Users must be at least eighteen (18) years old or have verifiable parental consent.

(e) **Export Control:** You shall comply with all applicable U.S. export- control laws.

5. TRAINING AND EDUCATION RISK DISCLOSURES: Completion of any course or issuance of any qualification certificate signifies only that the Learner has successfully finished the designated training. **WorkTraining.com makes no guarantee** that a certificate will (i) satisfy licensure, certification, or employment requirements; (ii) be accepted by any governmental agency; or (iii) ensure legal compliance. It is your responsibility to confirm that course content meets applicable standards before relying on it. Participants in live demonstrations assume all risk of personal injury and release WorkTraining.com from liability except to the extent caused by WorkTraining.com's gross negligence or willful misconduct.

6. SUPPORT: WorkTraining.com will provide Software Support Services as described in the Documentation and your Package.

7. PAYMENT TERMS:

7.1 Subscription Fees: All Fees are due in advance on or before the Subscription Start Date and on each renewal date thereafter. You authorize

WorkTraining.com (or its payment processor) to charge the payment method on file for the initial and each renewal Subscription Period.

7.2 No Refunds: All sales are final. No refunds, exchanges, or cancellations are provided once a course purchase is completed or a Subscription Period has commenced.

7.3 Chargebacks: If a credit- card charge is disputed, or a check is returned, you agree to pay a **flat administrative fee of US \$500.00** per incident plus any Fees owed. Service will be suspended until all outstanding amounts are paid.

7.4 Taxes: Fees are exclusive of all taxes. You are responsible for all applicable taxes and duties.

7.5 Overdue Amounts: Amounts not paid when due may accrue interest at 1.5 % per month (or the maximum rate permitted by law) until paid. WorkTraining.com may suspend access for non- payment.

8. CANCELLATION, SUSPENSION, AND TERMINATION:

8.1 Cancellation by Customer: You may cancel a subscription **at any time** before the end of the current Subscription Period by emailing hello@worktraining.com. Access continues until the term ends, and the subscription will not renew. No refunds or credits are provided for unused time.

8.2 Termination for Cause: Either party may terminate this Agreement for (i) material breach not cured within thirty (30) days of written notice, or (ii) the other party's bankruptcy or insolvency.

8.3 Suspension: WorkTraining.com may suspend access immediately for (i) non- payment, (ii) violation of Section 3 (Use Restrictions), or (iii) security or legal concerns.

8.4 Effect of Termination: Upon termination, you must cease all use of the LMS. Within thirty (30) days of termination, you may request a data export under Section 2.4. After thirty (30) days, WorkTraining.com may delete Your Content.

9. INTELLECTUAL PROPERTY: Except for the limited rights expressly granted to you, WorkTraining.com and its licensors retain all rights, title, and interest in the LMS, Course Content, and associated Intellectual Property. You grant WorkTraining.com a non- exclusive, worldwide, royalty- free license to use Your Content solely to provide the LMS.

10. CONFIDENTIALITY: Each party shall keep the other party's confidential information in strict confidence and use it only to exercise rights or perform obligations under this Agreement.

11. DATA SECURITY AND PRIVACY: WorkTraining.com maintains commercially reasonable administrative, physical, and technical safeguards to protect Your Content. In the event of a confirmed security incident affecting Your Content, WorkTraining.com will notify you without undue delay and provide information reasonably required to meet your legal obligations. For copyright concerns, see our DMCA policy at <https://worktraining.com/dmca-act>.

12. WARRANTIES AND DISCLAIMERS:

(a) **Customer Warranties:** You warrant that (i) you have the legal power to enter into this Agreement, and (ii) Your Content does not infringe any third- party Intellectual Property.

(b) **Disclaimer of Warranties:** THE LMS AND COURSE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WORKTRAINING.COM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.

13. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WORKTRAINING.COM'S AGGREGATE LIABILITY EXCEED THE FEES PAID BY YOU TO WORKTRAINING.COM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE

CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

14. INDEMNIFICATION: You shall defend, indemnify, and hold harmless WorkTraining.com from and against any third- party claims arising out of (i) your or your End Users' use of the LMS in violation of this Agreement or applicable law, or (ii) Your Content.

15. GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement is governed by the laws of the State of Florida, without regard to its conflict- of- laws principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Orlando, Florida. **Class- Action Waiver:** All claims must be brought in the parties' individual capacities, not as a plaintiff or class member in any purported class or representative proceeding.

16. MISCELLANEOUS: This Agreement, together with any License Agreement, constitutes the entire agreement between the parties and supersedes all prior agreements. Neither party may assign this Agreement without the other party's prior written consent, except that WorkTraining.com may assign it in connection with a merger, acquisition, or sale of substantially all assets. Any notices under this Agreement must be in writing and sent to the email or physical address on file for the receiving party.

Last Updated: June 25, 2025