

FINANCIAL TERMS AND CONDITIONS

The following policy sets forth the financial terms and conditions relating to any transaction(s) with Equipment Training Solutions, LLC and/or CCO Education Services (collectively "ETS").

- 1. Agreement to Terms and Conditions.** By applying for an Accredited Training Provider credential, purchasing a product or service, agreeing to serve in any authorized role associated with ETS's programs, placing an order for training materials and/or otherwise consenting to these Financial Terms and Conditions, you agree to accept full responsibility to pay any and all invoices fees, associated costs and other monies assessed, due and owing as a result.
- 2. Billing and Payments.** You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. ETS reserves the right to change services, products, and pricing at any time. ETS also reserves the right to refuse any order. ETS may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that ETS makes a change to or cancels an order, ETS may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- 3. Accuracy of Information.** You understand that you are responsible for reviewing your invoices and similar billing communications for accuracy, and further understand that failure to review an invoice or bill does not constitute a valid reason for not paying monies due on time.
- 4. Billing Errors.** You understand that administrative, clerical, or technical billing errors do not absolve you of your financial responsibility to pay the correct amount of any fees and other associated costs or monies assessed.
- 5. Disputes.** You agree that, if you fail to dispute a bill, invoice, or charge in writing within thirty (30) days of receipt, the said bill, invoice, or charge provided by ETS may, at ETS's election, serve as the basis of a claim and is hereby agreed to be correctly stated and properly due and owing.
- 6. Refund Policy.** Refunds are granted only in strict accordance with ETS's refund/cancellation policies for the type of service or product provided. There are no refunds available on training materials. Replacement of items damaged during shipping will be upon receipt of damaged item.
- 7. Late Fees and Collection Fees.** If you fail to pay an invoice or bill or monies due and owing to ETS by the due date, ETS will assess interest at the rate of 18% per annum; provided, however, that if that rate exceeds the maximum lawful rate under applicable law, then the rate of interest shall be limited to the maximum lawful rate. Furthermore, to the extent permitted by applicable law, you agree to pay a late fee in an amount not to exceed \$50 or 5% of the payment, whichever is greater, on any payment that is made more than ten (10) days after the scheduled due date. In addition, if you fail to pay an invoice or bill or monies due and owing to ETS by the scheduled due date, and you fail to make acceptable payment arrangements to bring your account current, ETS may refer your delinquent account for collection, in which event you will be responsible for paying a collection fee equal to 25% or the maximum lawful collection fee under applicable law, whichever is greater, together with all costs and expenses, including reasonable attorney's fees, as necessary or appropriate for the collection of your delinquent account. In addition, your delinquent account may be reported to one or more of the national credit bureaus.
- 8. Disclaimer of Warranties.** You agree that goods and services provided by ETS are provided on an "as is" basis, without warranty of any kind, either express or implied, including, without limitation, warranties that the services or products are free of defects, merchantable, fit for a particular purpose, will accomplish the intended results, or will not interfere with privately-owned rights of others. This disclaimer of

warranties constitutes an essential part of any goods and services provided, and no transactions are authorized except under this disclaimer.

9. **Limitation of Liability.** Neither ETS nor its directors, officers, employees, or authorized agents shall be liable for any lost profits, special, consequential, incidental, or punitive damages attributed to any goods or services provided by ETS, or to any other transactions or dealings with ETS. In no event shall ETS be liable to you for any lost profits, special, consequential, incidental or punitive damages, even if informed of the possibility of such damages. You hereby expressly waive any right to the forgoing damages in connection with this agreement and the transactions contemplated hereby. The foregoing limitations shall be interpreted and have effect to the maximum extent permitted by applicable law, rule, or regulation.
10. **Indemnification.** You agree to indemnify, defend and hold harmless ETS, its directors, officers, employees and authorized agents, from and against any and all obligations, demands, claims, and liabilities (collectively, "Claims") claimed or asserted by any person in connection with the transactions contemplated hereby, including in particular any Claims that any person was in any way injured as a result of or following from your accreditation or training materials obtained through ETS, except for Claims and/or losses directly caused by ETS's gross negligence or willful misconduct.
11. **Governing Law.** You understand and agree that this agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Utah applicable to agreements made and to be performed solely within such State and without application or reference to principles of conflicts of laws. The parties irrevocably consent and agree that any legal action, suite or proceeding arising out of or relating directly or indirectly to these terms and conditions shall be brought exclusively in a federal or state court in the State of Utah, and each party irrevocably accepts and expressly submits to the jurisdiction of such courts with respect to any such action, suit or proceeding.
12. **Dispute Resolution.** The parties agree to attempt to resolve any dispute, claim or controversy arising under, out of, or in connection with these terms and conditions amicably and informally. This process shall include: (a) negotiation by the parties' respective senior management representatives for a period of at least thirty (30) days after a request for negotiation; and, (b) in the event the dispute is not resolved through negotiation, participation in at least four (4) hours of non-binding mediation within sixty (60) days of the conclusion of the negotiation period, with the parties sharing equally in the costs of the mediation.
13. **Entire Agreement.** This agreement supersedes all prior understandings, representations, negotiations, and correspondence between you and ETS, and you agree that it constitutes the entire agreement, with respect to any financial terms and conditions relating to your participation in ETS's training provider accreditation programs or other transaction(s) with ETS. This agreement shall not be modified or affected by any course of dealing or course of performance.
14. **Amendments.** You agree that ETS may amend the foregoing Financial Terms and Conditions at any time by reasonable notice, including without limitation by posting revised terms on its website, which amended terms and conditions shall be binding upon you.