

TERMS OF USE

Welcome to the Arudia Learning Platform at arudialearning.com ("Arudia Learning Platform"). Please feel free to browse, enjoy, and learn. Arudia, LLC ("Arudia") provides the Arudia Learning Platform to you subject to the following Terms of Use ("Terms of Use").

By accessing, browsing and using the Arudia Learning Platform, you accept, without limitation or qualification, these Terms of Use. If you do not wish to be bound by these Terms of Use, you may not access or use the Arudia Learning Platform.

1. Service.

The Arudia Learning Platform is a personalized, web-based interactive educational platform. The service includes programming, published materials and interactive activities to assist participants in identifying "best fit" personality type, developing strategies for working with any colleague or client, and coaching for maximizing participants' career potential. Arudia may add additional features to the current service, and any such features that augment or enhance the current service will be subject to the Terms of Use.

2. Privacy Policy.

Because like you, we are Internet users concerned about privacy, we also are concerned about your right to privacy while accessing the Arudia Learning Platform. While providing more information will better help participants using the Arudia Learning Platform, certain information may be "sensitive" and its misuse could cause you or others harm or embarrassment. Please take the opportunity to review our Privacy Policy.

3. Arudia Does Not Provide Legal or Medical Advice.

The contents of the Arudia Learning Platform, including text, graphics, images, and other material are for informational purposes only. The programming, materials and interactive exercises offered in the Arudia Learning Platform are for skills training and development and nothing contained in the Arudia Learning Platform is or should be considered or used as a substitute for legal advice or for medical or mental health advice, diagnosis, or treatment. Any access by you and your use of the content and information contained on the Arudia Learning Platform is voluntary and at your own risk.

4. Registration.

4.1 Registration. To use the Arudia Learning Platform, you will need to register and supply your email address and a password. The information you provide Arudia during the registration process will help us in offering content, customer service and network management. For additional information on how we use your information, please see our Privacy Policy. You must provide Arudia with accurate, complete and current registration information and must update this information promptly if it changes. If any information you provide is inaccurate, incomplete or not current, Arudia may suspend or terminate your account and access to the Arudia Learning Platform.

4.2 Account, Password and Security. For initial registration you will use your email address and an automatically generated password, which you will be prompted to change upon login to the Arudia Learning Platform. It is your responsibility to maintain the confidentiality of your password and to

Arudia

promptly inform Arudia of any unauthorized use of your password. You also are responsible for all activities, charges and liabilities associated with your account. You must immediately notify Arudia of any unauthorized use of your account. You are responsible for any unauthorized charges made on or through your account until Arudia receives such notification. Transfer of your account to another person is not permitted. In cases where you have authorized or registered another individual, including a minor, to use your account, you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the Arudia Learning Platform; and (iii) the consequences of any misuse.

5. Copyright and Intellectual Property.

You acknowledge that the Arudia Learning Platform, any underlying technology, software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the "Content") available within the Arudia Learning Platform is provided by Arudia or third party providers and all rights in the Content are owned by Arudia or licensed from third parties. Except as expressly authorized by Arudia in this Terms of Use or as may be posted on the Arudia Learning Platform, you may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Content or the Arudia Learning Platform, in whole or in part. You may not store any significant portion of any Content or the Arudia Learning Platform owned by, or licensed to Arudia in any form, whether archival files, computer-readable files or any other medium. You also may not "mirror" any Content or the Arudia Learning Platform on any other server. If you need materials for personal reference, we encourage you to download and print a reasonable number of copies of Content for noncommercial personal or educational use only as long as you (i) ensure permitted copies of Content contain, in an unmodified form, any copyright or other proprietary rights notices contained in the Content and an original source attribution to Arudia; and (ii) make no modifications of any of the Content except as expressly provided by Arudia or a third party provider. You acknowledge that Arudia or licensing third-party providers remain the owners of the Content.

6. User Content.

Any material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, or other data (collectively the "User Content") that you upload to or otherwise make available in the Arudia Learning Platform is and remains your sole property or the property of your licensors. By uploading or otherwise making available any User Content, including any personal information, you automatically grant and warrant that the owner of the User Content has granted Arudia, for the sole purpose of receiving, storing, displaying, publishing, distributing or otherwise transmitting the User Content through the Arudia Learning Platform, the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform and display the User Content through Arudia Learning Platform. You also permit any other user of the Arudia Learning Platform, subject to your restrictions, to access, view, store and reproduce the User Content to the same extent permitted herein.

You grant Arudia and all other entities and their designated agents involved in the operation of the Arudia Learning Platform and the Service the right to receive, transmit, monitor, retrieve, store and use your personal information, including information which may be privileged and confidential under

Arudia

applicable state and federal laws, in connection with the operation of the Arudia Learning Platform, and represent to Arudia that you have the necessary permission to grant the same rights with respect to information. Arudia cannot and does not assume any responsibility or liability for any information you submit to the Arudia Learning Platform or your or third parties' use or misuse of information transmitted or received using the Arudia Learning Platform.

7. Links.

Some links on the Arudia Learning Platform may lead to sites posted by independent site owners. Because Arudia has no control over such sites, Arudia is not responsible for access to the site or for the privacy or security of any information you may provide while visiting third party sites. Arudia does not endorse products, services, or information provided by any third party sites. As such, Arudia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any such content, goods or services available on or through any such site. Further, the inclusion of these links to other sites does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Arudia and the linked sites. Arudia is an independent operating company and references to other companies do not imply any partnership, joint venture, or other legal connection where Arudia would be responsible for the actions of their respective owners.

8. Conduct.

You may only access the Arudia Learning Platform and use the Service for lawful purposes. You are solely responsible for the knowledge of and compliance with any and all laws, statutes, rules and regulations pertaining to your use of the Arudia Learning Platform. You agree that you will not: (i) use the Arudia Learning Platform to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or violate any local, state, Federal or international law or regulation, including, but not limited to, export control laws and regulations; (ii) upload, post, e-mail or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable User Content; (iii) upload, post, e-mail, or otherwise transmit any User Content that you do not have a right to transmit under any law or contractual or fiduciary relationships; (iv) upload, post, e-mail, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (v) alter, damage or delete any Content or other communications that are not your own or to otherwise interfere with the ability of others to access or use the Arudia Learning Platform; (vi) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to use the Arudia Learning Platform; (vii) claim a relationship with or speak for any individual, business, association, institution or other organization for which you are not an authorized representative; (viii) upload, post, e-mail or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, "junk mail," "spam," "chain letters," or "pyramid schemes"; (ix) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (x) collect or store personal data about other users; or (xi) reproduce, duplicate, copy, use, distribute, sell, resell, or otherwise exploit for any commercial purposes, any portion of the Arudia Learning Platform, use of the Arudia Learning Platform or the Service, or access to the Arudia Learning Platform.

Arudia

9. Disclaimer.

WITH THE EXCEPTION OF COURSE CONTENT CREATED BY ARUDIA, ARUDIA IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT CONTAINED WITHIN OR AVAILABLE THROUGH THE ARUDIA LEARNING PLATFORM AND MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION FOR ANY PURPOSE OR ABOUT ITS LEGITIMACY, LEGALITY, VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS. ALL SUCH INFORMATION IS SOLELY PROVIDED BY THIRD PARTIES OR OTHER USERS OF THE ARUDIA LEARNING PLATFORM. YOU AGREE THAT YOUR ACCESS TO ARUDIA LEARNING PLATFORM, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. NEITHER ARUDIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WARRANT THAT THE ARUDIA LEARNING PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ARUDIA LEARNING PLATFORM OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF THE ARUDIA LEARNING PLATFORM.

THE ARUDIA LEARNING PLATFORM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT WILL ARUDIA OR ITS PRINCIPALS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ARUDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF YOUR USE OF OR INABILITY TO ACCESS ARUDIA LEARNING PLATFORM, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ARUDIA'S RECORDS, PROGRAMS, OR SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES ARUDIA'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. Indemnification.

You agree to indemnify and hold Arudia, and its affiliates, officers, agents, partners, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of User Content you submit, post to, e-mail or otherwise transmit through the Arudia Learning Platform, your use of or your connection to the Arudia Learning Platform, or your breach of the Terms of Use.

11. Service Mark Notice.

ARUDIA, Arudia logos and the unique trade dress of the Arudia Learning Platform are trademarks or service marks of Arudia, LLC All other trademarks, service marks, and logos used on the Arudia Learning Platform are the trademarks, service marks, and logos of their respective owners.

Arudia

12. Designated Agent.

The Digital Millennium Copyright Act sets limitations for service provider liability relating to material online. In compliance with such Act, Arudia has registered a Designated Agent with the United States Copyright Office to receive notice of alleged copyright infringements contained on Arudia Learning Platform. All inquiries into alleged copyright infringement on the Arudia Learning Platform should be sent to arudialearning@arudia.com.

13. Local Laws; Export Control.

Arudia controls and operates the Arudia Learning Platform from the United States and makes no representation that the Content is appropriate or available for use in other locations. If you use the Arudia Learning Platform from other locations, you are responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional material found on the Arudia Learning Platform are solely directed to individuals, companies or other entities located in the United States.

14. Modifications to the Arudia Learning Platform.

Arudia reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Arudia Learning Platform (or any part thereof) with or without notice. You agree that Arudia will not be liable to you or to any third party for any modification, suspension or discontinuance of the Arudia Learning Platform.

15. Changes to the Terms of Use.

Arudia reserves the right to modify the Terms of Use at any time. Any modifications shall be effective upon the posting by Arudia of the modified Terms of Use under the Terms of Service link on the Arudia Learning Platform. You agree to review these Terms of Use periodically so that you are aware of any modifications. Your continued use of the Arudia Learning Platform shall be deemed your acceptance of the modified Terms of Use.

16. Comments and Support.

Arudia welcomes your comments about the Arudia Learning Platform. Any information you provide to Arudia will be considered non-confidential and non-proprietary and may be used by Arudia in connection with the Arudia Learning Platform. For questions concerning how to use the Arudia Learning Platform, its features, or Arudia's policies, please e-mail Arudia at arudialearning@arudia.com.

17. Termination.

You may discontinue your participation in and access to the Arudia Learning Platform at any time. The Terms of Use will continue to apply to all past use of the Service by you, even if you are no longer using it. You acknowledge and agree that Arudia may terminate your use of all or part of the Arudia Learning Platform, without prior notice for any reason, including, without limitation, if Arudia believes you have engaged in conduct prohibited by this Terms of Use. You agree that upon termination or discontinuance for any reason, we may delete all information related to you, bar your access to and use of the Arudia Learning Platform.

Arudia

18. General.

By accessing the Arudia Learning Platform, you agree to the above stated Terms of Use. This Agreement is entered into in the state of Maryland and shall be construed in accordance with the laws of Maryland, exclusive of its choice of law rules. Each party to this Terms of Use submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in the state of Maryland, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Terms of Use, the prevailing party will be entitled to costs and attorney fees. In the event that any provisions of this Terms of Use are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Terms of Use shall otherwise remain in full force and effect. This Terms of Use and any posted guidelines or rules applicable to certain services within the Arudia Learning Platform constitutes the entire understanding between you and Arudia pertaining to the Arudia Learning Platform, and supersedes any prior written or oral agreements.

ENTER
INTO
POWER

Arudia
