

## Smarsh Training Services Terms and Conditions

These Training Service Terms and Conditions (“**Terms**”) set forth the basis upon which Smarsh Inc. (“**Smarsh**”) will provide online or in person training classes (“**Training**”) using Smarsh authorized course materials (“**Smarsh Materials**”) at specified Smarsh locations or online to you the trainee or to individuals within your organization (“**Trainee**”). These Terms are independent of any terms and condition or service agreement you or your company execute for Smarsh services.

### **1. Ordering & Payment**

Trainee will provide Smarsh with enrollment information and payment for Training via electronic transmission or as otherwise required in accordance with Smarsh guidelines. All Training courses purchased will be governed by these Terms. These Terms supersede all prior statements, representations, discussions, negotiations and agreements by the parties, whether oral or written. All Trainee or Training requests are subject to Smarsh acceptance. Training will commence on the dates and times specified by Smarsh. Trainee must register for each Training session and pay the applicable fee prior to the scheduled Training. Payment for Training is processed through independent third party payment processors. Your use of the payment processor, and it’s handling of your personal information is governed by the third party payment processor terms and conditions and privacy policy. Smarsh currently uses PayPal, PayPal legal terms and privacy policies can be found here:

<https://www.paypal.com/ua/webapps/mpp/ua/legalhub-full>. Smarsh is not liable for any action, omission or violation of law of the third party payment processor, or any damage you may sustain due to the third party payment processor.

### **2. Substitutions, Cancellation & Attendance Policies.**

Training is subject to the following policies:

a. Substitutions of attendees may be requested in writing to [training@smarsh.com](mailto:training@smarsh.com) and Smarsh must confirm receipt of substitution in an email from [training@smarsh.com](mailto:training@smarsh.com).

b. Requests to cancel a Training must be sent to [training@smarsh.com](mailto:training@smarsh.com). In order to be valid, requests for cancellation must be confirmed by Smarsh in an email from [training@smarsh.com](mailto:training@smarsh.com). Smarsh will refund the cost of Training if cancellation notice is received at least 10 business days prior to the applicable training session and where the requests clearly indicates that Trainee would like to cancel the Training and receive a full refund of fees. If a Trainee requests cancellation between 4 and 9 business days prior to the Training date, Smarsh will credit the Training fees to a future Training course date. These credits must be used within the 12 months from the date of the cancellation request or they are forfeited. Training fees are non-refundable where Trainee cancels a Training course 3 days or less from the Training course date, or if Trainee does not attend the Training.

c. Requests to reschedule a Training must be sent to [training@smarsh.com](mailto:training@smarsh.com). To be valid, requests for rescheduling the Training must be confirmed by Smarsh in an email from [training@smarsh.com](mailto:training@smarsh.com). Requests for rescheduling a Training must be received by Smarsh at least 4 business days prior to the scheduled Training date. Trainee may reschedule the Training one time. If the Training is not rescheduled and attended within the 12 months from the date of the request to reschedule, the Training fees are forfeited and are non-refundable.

d. Smarsh reserves the right to cancel or reschedule any Training at any time. For on-site Training held at Smarsh locations, Smarsh will notify attendees of cancellation or reschedule at least 21 days prior to the Training. If Smarsh cancels an on-site Training due to weather or unforeseen circumstances beyond Smarsh control, Smarsh will issue Trainee a full refund of the Training fee. Smarsh is not responsible for travel fees or any other expenses incurred due to such cancellation. Smarsh may cancel on-line Training upon reasonable notice and will provide a credit for a rescheduled Training course. The credit must be used within 12 months of the canceled Training course or is forfeited and the Training fee is non-refundable. Smarsh will contact you at the email you registered for the Training under. Trainee is responsible for ensuring that Trainee provides Smarsh with accurate contact details.

### **3. Trainee Responsibilities.**

Smarsh reserves the right to refuse, limit or cancel any Training if, in the opinion of Smarsh, Trainee displays unreasonable behavior or is deemed to be violent, threatening, inappropriate, abusive or disruptive. In such cases Trainee will not receive a refund of fees paid for the Training.

### **4. Ownership of Materials.**

Smarsh retains ownership of all copyright and other intellectual property rights in the Smarsh Material, including any documentation, data, technical information and know-how provided to Trainee as part of the Training. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of Smarsh.

**5. Warranty.**

Training, Smarsh Material and any other documentation, publications, or other information or materials provided by or on behalf of Smarsh or its suppliers to you is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY SMARSH AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY SMARSH SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

**6. Limitation of Liability.**

TO THE EXTENT NOT PROHIBITED BY LAW, SMARSH AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM OR RELATED TO THE TRAINING OR THESE TERMS EVEN IF SMARSH HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. SMARSH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR SMARSH TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME OR A REFUND OF PAYMENTS ACTUALLY RECEIVED BY SMARSH FROM YOU FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF SMARSH'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE SMARSH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF SMARSH, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS YOU ACTUALLY PAID SMARSH FOR THE TRAINING IN QUESTION. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

**7. General.**

The Training and these Terms will be governed by the laws of the State of Oregon. The venue for settling any disputes shall be the courts for the jurisdiction of Multnomah County, Oregon. Neither party will be liable for any delay or failure to meet its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of these Terms should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision that most closely approximates the intent and economic effect of the unenforceable or invalid provision. Smarsh may modify these terms by posting modifications to this URL. Smarsh may use subcontractors to perform Training.