

JOHNSON & WALES UNIVERSITY  
TERMS & CONDITIONS OF USE

**I. Acceptance**

A. Johnson & Wales University (“JWU,” “the university,” “we,” “us,” “our”), provides access to JWUpro training programs (“Programs”) through JWU websites (collectively, “Sites”) subject to your payment of the relevant fee and acceptance of these Terms & Conditions of Use (“Terms”).

B. Any person accessing, browsing, and otherwise using the Sites, either manually or via an automated device, shall be deemed a “User” (also “you” and “your”). All Users are subject to and agree to be bound by these Terms when using the Sites. When using a particular feature of the Sites, you may also be subject to any posted guidelines, privacy policies, rules, or terms of service. In the event of a conflict between any such posted guidelines, privacy policies, rules, or terms of service and these Terms, the provisions of these Terms shall govern when using the Sites. Please review the Terms carefully. If you do not agree to them, you should not obtain or view JWUpro Programs and Services. If you have any questions about these Terms please contact JWU by email at [helpdesk@jwu.edu](mailto:helpdesk@jwu.edu) before using the Sites.

**II. Programs**

A. JWUpro offers individual learners as well as client partners and their employees or members the opportunity to learn through Programs that are available in either self-paced, instructor-led, or on-demand formats. Programs include the following:

1. “Custom Corporate Training” means Programs customized for a specific client partner. There are two options for Custom Corporate Training. “Extended Training” offers an online experience through a fully operable and JWUpro hosted learning management system. “Expedited Training” offers self-paced browser-based online training.
2. “Online Training” means non-credit, career-oriented Programs that are instructor-led or self-paced. Six-module training is available in individual sessions or a series of three.
3. “On-Demand Training” means on-demand, self-paced Programs available in one-hour and four-hour courses, or ten-hour collections.
4. “Virtual Workshops and Webinars” means virtual Programs facilitated live by expert faculty and/ or industry professionals and includes access to view presentations and participate through discussions and real-time conversations about the relevant subjects.

B. On paying the full amount owed and upon successful completion of a Program, participants shall receive a digital badge or certificate of completion.

**III. Payment**

A. JWU shall provide Users with access to JWUpro self-paced and on-demand training Programs upon receipt of payment of the relevant fee and acceptance of these Terms. Instructor-led training Programs with a definitive start and end date will become available the Friday before the Monday start of the Program term.

**IV. Cancellations, Rescheduling, and Refunds**

A. JWU reserves the right to cancel or reschedule any Program due to lack of participation or unforeseen circumstances. In such an event, JWU will notify you via e-mail and offer to reschedule, transfer you to a comparable Program, or provide a full refund.

B. The following cancellation, rescheduling, and refund policy will apply to any cancellation or rescheduling requests by you:

<b>Type of Program</b>	<b>Cancellation</b>	<b>Rescheduling</b>	<b>Refund</b>
JWUpro Custom Corporate Training	Cancellation at least 30 days before scheduled Program.	Before the scheduled Program, may be rescheduled one time for up to 6 months after cancellation.	If not rescheduled by the original scheduled training date, 50 percent will be refunded.
	Cancellation less than 30 days before scheduled Program.	Before the scheduled Program, may be rescheduled one time for up to 6 months after cancellation.	If not rescheduled by the original scheduled training date, 100 percent of amount due will be retained, and no amount will be refunded.
JWUpro Online Training	Cancellation at least 30 days before scheduled Program.	Self-paced Programs: Before the scheduled Program, may be rescheduled to anytime.	Self-paced Programs: If not rescheduled by the original scheduled training date, 95 percent will be refunded.
		Instructor-led Programs: Before the scheduled Program, may be rescheduled one time for up to 6 months after cancellation, but a 5 percent administrative fee will be due.	Instructor-led Programs: If not rescheduled by the original scheduled training date, 50 percent will be refunded.
	Cancellation at least 15 days before scheduled Program.	Self-paced Programs: Before the scheduled Program, may be rescheduled anytime.	Self-paced Programs: If not rescheduled by the original scheduled training date, 95 percent will be refunded.
		Instructor-led Programs: Before the scheduled Program, may be rescheduled one time for up to 6 months after cancellation, but a 5 percent administrative fee will be due.	Instructor-led Programs: If not rescheduled by the original scheduled training date, 25 percent will be refunded.

<b>Type of Program</b>	<b>Cancellation</b>	<b>Rescheduling</b>	<b>Refund</b>
	Cancellation less than 15 days before scheduled Program.	Self-paced Programs: Before the scheduled Program, may be rescheduled anytime.	Self-paced Programs: If not rescheduled by the original scheduled training date, 95 percent will be refunded.
		Instructor-led Programs: Before the scheduled Program, may be rescheduled one time for up to 6 months after cancellation, but a 5 percent administrative fee will be due.	Instructor-led Programs: If not rescheduled by the original scheduled training date, 100 percent of amount due will be retained, and no amount will be refunded.
JWUpro On-Demand Training	Cancellations are unavailable.	Rescheduling is unavailable.	No refund is provided.
JWUpro Virtual Workshops and Webinars	Cancellation at least 30 days before scheduled Program.	Rescheduling is unavailable.	75 percent will be refunded.
	Cancellation less than 30 days before scheduled Program.	Rescheduling is unavailable.	50 percent will be refunded.

- C. If you withdraw prior to the end of your Program, you forfeit all amounts paid.
- D. Once a Program has commenced, there shall be no right to cancel, reschedule, or receive a refund for same for any reason.
- E. If a refund is due, it will be made in the manner of original payment within 45 days from the refund request.

**V. Privacy**

A. At JWUpro, we respect your privacy. By using JWUpro Programs and Services, you consent to the use of personal data and agree that you have read and understand JWU’s Privacy Policy, available at <https://www.jwu.edu/about-jwu/terms-of-use.html>, which is incorporated by reference herein. The Privacy Policy governs the collection, maintenance, sharing, and use of personal and non-personal information from you when using the Sites.

**VI. Risk; Internet Use**

A. You assume total responsibility and risk for your use of the Sites and the Internet. You acknowledge and agree that any uploads or transmission you make to, from, or through the Sites may be intercepted and used by an unauthorized third party and that all of the risk associated with these activities is solely yours.

**VII. Downloading Materials From The Site**

A. You understand that JWU cannot and does not guarantee or warrant that materials available for downloading from the Sites, including links, will be free of infection or cancelbots, time bombs, Trojan horses, viruses, worms, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any personal or non-

personal information, data, or systems (collectively, “Viruses”). You are responsible for implementing sufficient checkpoints and procedures to satisfy your particular requirements for accuracy and security of data input and output and for maintaining a means external to the Sites for the reconstruction of any lost information or data.

## VIII. **Intellectual Property**

A. The contents of the Sites, such as audio clips, graphics, logos, photographs, software, text, trademarks, video, and other information (“Proprietary Content”) are, unless otherwise expressly noted, the property of JWU, its affiliates, or its partners. The Proprietary Content is protected by state, federal, and international copyright and trademark laws and other laws. This Proprietary Content is protected in all forms, media, and technologies, existing now or hereinafter developed. You may print and download portions of material from the different areas of the Sites solely for your personal, non-commercial use. No portion of the Proprietary Content may be distributed, modified, reprinted, or republished in any form without the express written permission of JWU. You may not copy, decompile, disassemble, license, modify, reproduce, reverse engineer, sell, transmit, or create derivative works of any of the Proprietary Content.

B. Certain Proprietary Content may be licensed from third parties, and all such third-party content and all intellectual property rights related to the third-party content belong to the respective third parties.

C. In addition, certain brand names, logos, and trademarks are the property of their respective third-party owners, and the use of such brand names, logos, and trademarks on the Sites are for identification purposes only; such use does not imply an endorsement by JWU or vice-versa. You may not remove any copyright, trademark, or other intellectual property or proprietary legend or notice contained on the Sites or the Proprietary Content. Any rights not expressly granted by these Terms or any applicable end-user license agreements are reserved by JWU.

D. Except as expressly provided above, nothing contained herein shall be construed as conferring by estoppel, implication, or otherwise any license or right under any copyright, patent, or trademark of JWU or any third party.

### E. **Individual Use License:**

1. If you are an individual, to enable you to participate in JWUpro, on payment of all amounts owed, we will grant you a limited, non-exclusive, non-transferable, license to access the applicable JWUpro Program for which you have paid for the duration of the Program. Except for the foregoing limited license, no interest, right, or title shall be transferred to you. JWUpro may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Use or otherwise.

### F. **Client Partner Use License:**

1. If you are an individual affiliated with a client partner, to enable you to participate in JWUpro, on payment of all amounts owed, we will grant you a limited, non-exclusive, non-transferable, license to access the applicable JWUpro Program for which the client partner has paid for the duration of the Program. Except for the foregoing limited license, no interest, right, or title shall be transferred to you. JWUpro may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content

downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Use or otherwise.

2. If you are a client partner purchasing “expedited” training (for groups of 40 employees/members or more), to enable your employees/members to participate in JWUpro, on payment of all amounts owed, we will grant your designated employees/members a non-exclusive, non-transferable, license to access the applicable JWUpro Program for a two-year duration. Except for the foregoing license, no interest, right, or title shall be transferred to you. JWUpro may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Use or otherwise.

**IX. Links to Other Websites and Linking to JWU’s Site**

A. Any links to other websites are provided merely as a convenience to the Users of the Sites. JWU has not reviewed all of these other websites, has no responsibility for the content of such other sites, shall not be liable for any damages or injury arising from any such content, and does not endorse or make any representations about these websites, any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any other sites linked on the Sites, you do so entirely at your own risk.

B. Any individuals who would like to establish a temporary or permanent link to the Sites may do so as long as such link is pointed to JWU’s homepage. Deep linking to any other page on the Sites except the homepage is permitted only if you obtain permission from JWU. All deep linking requests should be sent to helpdesk@jwu.edu. Framing any page on the Sites is expressly prohibited.

**X. Acceptable and Lawful Use of the Site**

A. Any information provided to JWU in connection with use of the Sites, and your use of the Sites: (a) shall not be defamatory, false, harassing, inaccurate, libelous, misleading, or threatening; (b) shall not be indecent or obscene; (c) shall not contain any Viruses; (d) shall not infringe on any JWU’s or third party’s copyright, patent, trademark, or other proprietary rights or rights of publicity or privacy; and (e) shall not create liability for JWU or cause us to lose the services of our Internet service providers or other suppliers. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Sites, including but not limited to unsolicited email, also called SPAM. You may not engage in any discriminatory or other behavior that in our sole discretion we deem inappropriate. If we believe you have engaged or may engage in any conduct of the kind described herein, we may immediately suspend or terminate your access to the Sites and the Program and/or decline to permit your continued use of the Sites or future use of the Sites. In any such case, you shall not be entitled to any refund whatsoever.

**XI. NO WARRANTIES**

A. THE SITES AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. JWU DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITES, THE SITES’ CONTENT, OR ANY SERVICES PROVIDED THROUGH THE SITES OR ON THE INTERNET GENERALLY. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY

NOT APPLY TO YOU. JWU DOES NOT WARRANT THAT THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITES WILL BE CORRECTED.

**XII. LIMITATION OF LIABILITY**

A. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITES OR PROVIDING CONTENT, OFFERINGS, PRODUCTS, OR SERVICES THROUGH THE SITE BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, USE, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE CONTENT, OFFERINGS, PRODUCTS, OR SERVICES RESULTING FROM ANY CONTENT, OFFERINGS, PRODUCTS, OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR DATA; (IV) WARRANTIES, REPRESENTATIONS, CONDUCT, GUARANTEES, OR STATEMENTS OF JWU OR ANY THIRD PARTY ON THE SITES; OR (V) ANY OTHER MATTER RELATING TO THE USE OF THE SITES.

B. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, OFFERINGS, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT SHALL JWU'S TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID TO JWU, IF ANY, FOR THE USE OF THE SITES BY YOU OR \$1.00. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF JWU, JWU'S AFFILIATES, JWU'S BOARD, AND TO ALL OF JWU'S AGENTS, ATTORNEYS, DIRECTORS, EMPLOYEES, OFFICERS, AND TRUSTEES.

**XIII. Indemnification**

A. You agree to defend, hold harmless, and indemnify JWU, its affiliates, and JWU's agents, attorneys, board, directors, employees, officers, and trustees from and against any and all actions, claims, costs, damages, demands, liabilities, and losses of any kind (including reasonable attorneys' fees) resulting from (i) your use of the Sites, (ii) your use of content, offerings, products, or services provided through the Sites, or (iii) your breach of any provision of these Terms. JWU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such event, you still are responsible for indemnifying JWU, and you agree to cooperate with JWU in asserting any available defenses.

**XIV. Policy Regarding Copyright Infringement and Designation of a Copyright Agent**

A. JWU's policy regarding copyright infringement and JWU's designated agent for receipt of copyright infringement claims pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) is incorporated herein and can be found at <https://www.jwu.edu/about-jwu/copyright-infringement-and-designation-of-a-copyright-agent.html>.

**XV. System Outages**

A. JWU periodically schedules system downtime for maintenance and other purposes.

Unplanned system outages also may occur. JWU shall have no liability whatsoever for the resulting unavailability of the Sites or for any loss of information, data, or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or nondelivery of information caused by such system outages, or any third-party acts or any other outages of web host providers or the Internet infrastructure and network external to the Sites.

#### **XVI. User Feedback**

A. Should any User respond through the Sites, via e-mail or otherwise, with any information including, but not limited to, comments, feedback, opinions, questions, requests, suggestions, or the like regarding JWU content, offerings, products, or services, such information shall be deemed to be non-confidential, and JWU shall have no obligation of any kind with respect to such information. JWU shall be free to disclose, distribute, reproduce, and otherwise use the information without limitation and shall be free to use any concepts, ideas, know-how, or techniques contained in such information for any purpose whatsoever to the extent not prohibited by law.

#### **XVII. Your Account Obligations**

A. Certain sections of the Sites require that you register by providing particular information including a username and password (collectively, "Account Information"). In these instances, you agree to: (i) provide accurate and current information about yourself as prompted by the Sites (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it accurate, complete, and current. If you provide any information that is inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is inaccurate, incomplete, or not current, we may, in our sole discretion, suspend or terminate your account and decline to permit your continued use of the Sites, future access to the Sites, or any activities related to your registration and account.

B. You are responsible for maintaining the confidentiality of your Account Information and are fully responsible for all activities that occur under your Account Information. You agree that your Account Information may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your Account Information to third parties. You agree to notify us immediately of any unauthorized use of your Account Information or any other breach of security. JWU shall not, in any manner, be responsible or liable for fraudulent purchases, requests, or other transactions that are made using your compromised Account Information.

C. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications to any JWUpro participants.

#### **XVIII. Pricing for Products and Services**

A. In the event an offering or a product or service or the cost of an activity or event or a course or program of study is listed at an incorrect price or with incorrect information due to a typographical or other error, JWU shall have the right to refuse or cancel any orders placed for said offering, product, or service. JWU shall have the right to refuse or cancel any such orders or requests whether or not they have been confirmed and the User's credit card has been charged or other payment has been accepted.

#### **XIX. Children**

A. The Sites are not directed to children under the age of 13 and are not intended be used by children under the age of 13. If you are under the age of 13, you agree that you will not use the Sites and you will not provide personal information about yourself to JWU through the Sites.

**XX. International Users**

A. JWU makes no claims that information on the Sites is appropriate or may be downloaded outside of the United States of America (“U.S.”). Access to the Sites may not be legal in certain countries or for certain persons. If you access the Sites from outside of the U.S., you do so at your own risk and are responsible for compliance with the laws of your jurisdiction regarding online conduct and acceptable content. User personal information (“Information”) that is submitted to the Sites will be collected, maintained, shared, and used in accordance with applicable U.S. law and our Privacy Policy. If you are a non-U.S. user, you acknowledge and agree that JWU may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in our Privacy Policy. If you do not consent to such transfer, you may not use the Sites. If you have already provided us with Information, please contact us at helpdesk@jwu.edu, and let us know how you would like us to handle such Information.

**XXI. Severability; No Waiver; Assignment; Third Party Beneficiary Rights; Entire Agreement**

A. In the event that one or more portions of these Terms shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in these Terms. Any delay or failure by JWU, at any time or times, to require performance of any provision hereof shall in no manner affect JWU’s right at a later time to enforce such provision. No delay or failure by JWU in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder. You may not assign your rights or delegate your responsibilities hereunder without the express written permission of JWU. JWU may, at any time, assign its rights or delegate its obligations hereunder without notice to you. No person who is not a party to these Terms is intended to be a beneficiary of these Terms, and no person who is not a party to these Terms shall have any right to enforce any term of these Terms except as expressly provided herein. These Terms and any documents expressly incorporated by reference constitute the entire agreement between JWU and you pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or written, and documents regarding your use of the Sites.

**XXII. Headings**

A. The headings used throughout these Terms are solely for the convenience of reference and are not to be used as an aid in the interpretation of these Terms.

**XXIII. Updates and Modifications**

A. In its sole discretion, JWU may unilaterally amend or modify these Terms or any other documents referenced herein at any time by posting the amended Terms on the Sites or any one Site or webpage thereof. Any amended or modified terms will be effective upon posting. Continued use of any Sites constitutes acceptance of any modified terms and conditions. If you have any questions about these Terms, contact us at helpdesk@jwu.edu.

**XXIV. Termination**

A. JWU may immediately issue a warning or, without warning, suspend or terminate your access to the Sites for breach of these Terms (or any document incorporated by reference hereto), or for any other reason in our sole discretion.



**XXV. Governing Law**

A. These Terms and access to the Sites shall be governed by and construed in accordance with the laws of the State of Rhode Island, exclusive of its conflict of law rules, and, where applicable, the federal laws of the United States of America.

**XXVI. Choice of Forum**

A. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the State of Rhode Island in the United States of America for any dispute resolution arising out of or relating to use of the Sites, and you agree not to commence any proceeding relating thereto except in in the State of Rhode Island in the United States of America. You hereby irrevocably and unconditionally waive any objection to the establishment of venue of any dispute resolution in the courts of the State of Rhode Island or the courts of the United States of America located in the State of Rhode Island and agree not to plead or claim in any Rhode Island federal or state court that such litigation brought therein has been brought in an inconvenient forum.

**XXVII. Assignment/Transfer**

A. Notwithstanding anything to the contrary herein, Company may not assign or transfer these Terms to any other party, without the prior consent of University, which may be withheld in University's sole discretion.