



## CALSAGA® Terms of Use, End User License Agreement, Disclaimer, and Release of Liability for CALSAGA® Training Materials

### Please Read This Document Carefully

By using CALSAGA® Training Materials (as defined below), you agree to these terms and conditions. If you do not agree, you should not use this website or any of the training materials or services contained on, or downloaded or downloadable from this website or any CALSAGA portal. These terms and conditions may be changed or updated from time to time.

This Terms of Use, End User License Agreement, Disclaimer, and Release of Liability ("the Agreement") is a legal agreement between you as a customer and/or end user of CALSAGA material and services ("**CALSAGA Subscriber**") and CALSAGA, a California corporation, having a place of business at 1215 K Street, Suite 1150, Sacramento, CA 95814 ("CALSAGA").

By pressing the "**I Agree**" button below you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must press the "**I Do Not Agree**" button to exit.

### 1. Definitions.

"**Training Materials**" means all content provided or made available by CALSAGA, in any format or medium, including the CALSAGA website, courses, slide decks, text, images, graphics, photographs, stock imagery, audio/visual works, assessments, datasets, templates, and related documentation, together with any updates or revisions. "**CALSAGA Works**" means Training Materials created or owned by CALSAGA. "**Third-Party Materials**" means content, software, or other works owned by third parties and properly licensed to CALSAGA (e.g., licensed stock photos).

### 2. Intellectual Property Rights - Ownership.

Except for Third-Party Materials, all Training Materials (including all CALSAGA Works and all intellectual-property and proprietary rights therein) are and will remain the sole and exclusive property of CALSAGA. Third-Party Materials are the property of their respective owners and are provided subject to the rights and restrictions of the applicable third-party licenses. No title or ownership rights are transferred to you under this Agreement, and all rights not expressly granted are reserved. If you provide ideas, suggestions, or other feedback regarding the Training Materials, you grant CALSAGA a perpetual, irrevocable, worldwide, royalty-free license to use and exploit such feedback for any lawful purpose without restriction or attribution.

### 3. Limited Non-Exclusive License.

Subject to your continued compliance with this Agreement and timely payment of all fees, CALSAGA grants to you as a CALSAGA Subscriber a personal, limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Training Materials **solely for your internal, and educational purposes** during your active subscription term, and only in the United States. You may make a reasonable number of ephemeral copies as technically necessary to view the Training Materials (e.g., browser caching) and print appropriate copies per course, provided all proprietary notices remain intact.

### 4. Restrictions.

Except to the limited extent expressly permitted in Section 3, you will not (and will not permit any third party to):

(a) copy, reproduce, download, mirror, frame, publicly display or perform, publish, distribute, transmit, sell, resell, rent, lease, lend, sublicense, or otherwise make the Training Materials available to any person;

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- (b) modify, translate, adapt, edit, create derivative works from, disassemble, decompile, reverse-engineer, or attempt to derive any source content, format files, questions banks, or underlying methodologies;
- (c) remove, obscure, or alter any copyright, trademark, or other proprietary notices;
- (d) circumvent or attempt to circumvent any access control, digital rights management, usage limits, watermarking, seat restrictions, or other security or technological protection measures;
- (e) use any data mining, scraping, spiders, bots, or similar tools to access or extract content;
- (f) use the Training Materials to develop, train, or improve any artificial-intelligence, machine-learning, or similar models or datasets;
- (g) use the Training Materials for competitive analysis, to build a competing product or service, or for any commercial exploitation outside the scope of this Agreement; or
- (h) use the Training Materials after expiry or termination of your training subscription and/or CALSAGA Membership.

#### **5. Third-Party Materials.**

Your use of any Third-Party Materials included in or made available with the Training Materials is subject to the applicable third-party license terms, which are incorporated by reference to the extent identified or provided with the Training Materials. You acquire no rights in Third-Party Materials other than a limited, pass-through right to use them **only as embedded or integrated within the Training Materials** and solely for the purposes and within the limits stated in this Agreement. If a third-party licensor requires removal or imposes additional restrictions, CALSAGA may modify or withdraw the affected Third-Party Materials without liability or refund.

#### **6. No Warranties and Indemnification.**

You understand and agree that the training materials are provided “as is” and CALSAGA, its affiliates, suppliers and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. CALSAGA, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the training materials, regarding the accuracy or reliability of any information obtained through the training materials, regarding any goods or services purchased or obtained through your use of training materials.

Use of the training materials is at your sole risk. Any material and/or data downloaded or otherwise obtained through the website is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the training materials. The entire risk arising out of use or performance of the training materials remains with you.

You agree to indemnify, defend and hold harmless CALSAGA, its affiliates, officers, directors, employees, members, managers, insurers, consultants, agents, and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Training Materials, whether such claim arises from the sole, active, or passive negligence of CALSAGA, your violation of this Agreement, upon theories of express or implied warranty, strict products liability, other fault of CALSAGA, its agents, and/or employees or the infringement or violation by you or any other user of your account, of any intellectual property or other right of any person or entity.

#### **7. Limitations of Liabilities.**

Any damages whether arising in tort (including negligence) contract or any other legal theory, even if CALSAGA, its affiliates, suppliers or resellers have been advised of the possibility of such damages will be limited to the amount actually paid by you for the training materials.

#### **8. Charges.**

You agree that CALSAGA may charge your credit card or other payment mechanism selected by you and approved by CALSAGA for all amounts due and owed, including service fees, set up fees, subscription fees, overage fees, consulting fees or any other fee or charge associated with your use of the Training Materials or other CALSAGA services. CALSAGA may change prices at any time without prior notice. You agree that in the event CALSAGA is unable to collect the fees owed to CALSAGA, CALSAGA may take any other steps it deems necessary to collect such fees and that you will be responsible for all costs and expenses incurred by CALSAGA in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that CALSAGA may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

#### **9. Export Restrictions.**

You acknowledge that the Training Materials or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Training Materials or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

#### **10. Injunctive Relief**

You acknowledge that any use of the Training Materials contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Training Materials, may cause irreparable injury to CALSAGA, its affiliates, suppliers and any other party authorized by CALSAGA to resell, distribute, or promote the Training Materials, and under such circumstances CALSAGA will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

#### **11. Choice of Law and Forum.**

This Agreement shall be governed by and construed under the laws of the State of California, U.S.A. The Courts located in Los Angeles County, shall have exclusive jurisdiction and venue in any action to enforce or construe the terms of this Agreement.

#### **12. Waiver and Severability.**

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

#### **13. Entire Agreement.**

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes all prior understandings and agreements between the parties respecting such subject matter. CALSAGA may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language, and such version shall be controlling in all respects, and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to CALSAGA under this Agreement must be sent to the address provided on CALSAGA.org, or other address as provided by CALSAGA for such purpose. All rights and remedies of CALSAGA upon your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on CALSAGA, and the exercise of any one remedy will not preclude the exercise of any other. The captions

and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

#### **14. Termination By CALSAGA.**

Without prejudice to any other rights, CALSAGA may terminate this Agreement if you fail to comply with any of the terms or conditions of this Agreement. You have been, or will be, provided with a username and password. You are not allowed, under any circumstances, to share your username and password with any other person or entity. Doing so terminates any rights you have under this Agreement. It is the policy of CALSAGA to require that each customer identify one, and only one, individual to whom an administrative password will be issued (the Account Administrator"). The Account Administrator is solely and exclusively responsible for guarding their password. Any additional passwords authorized for multiple users will be issued to the Account Administrator, who will have sole and exclusive responsibility to provide any additional passwords to other authorized users. CALSAGA is not responsible for any unauthorized acquisition and use of passwords or unauthorized access to website or Training Materials resulting from such acquisition and use after the Account Administrator is provided with the administrative password by CALSAGA.

#### **15. Assignment.**

CALSAGA shall have the right to assign this Agreement in its entirety and the right to change or reassign various duties regarding the operation and performance of any duties imposed by this Agreement.

#### **16. Force Majeure.**

Inability or delay in providing access to the Training Materials resulting from cause beyond the control of CALSAGA, including but not limited to interruption of communication lines, labor disputes, acts of terrorism, government action or order, laws, or acts of God or war shall not constitute a breach of contract and the parties hereto agree to resolve any resulting issues by mutual agreement, including, without limitation an extension of service, additional service or credit on a pro rata basis.

#### **17. Compliance with Law.**

Each of the parties to this Agreement shall exert every reasonable effort in the performance of their respective obligations hereunder to comply with all applicable municipal, county, state and federal laws, ordinances and regulations.

#### **18. Trademarks.**

CALSAGA names, logos, and product or service names are trademarks or service marks of CALSAGA or its licensors. Nothing in this Agreement grants any license or right to use any trademark, trade dress, or branding, whether by implication, estoppel, or otherwise.

#### **19. Survival.**

Sections 2, 4, 6-7, 10-14 will survive any expiration or termination of your subscription or this Agreement.