

ONLINE USER AGREEMENT

The Safety Council of Northwest Ohio ("SCNWO", "we", "us" or "our") provides access to Training Network Now (the "Site", or TN NOW) subject to your acceptance of this User Agreement ("Agreement"). This Agreement may be updated by SCNWO from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes. This Agreement was last revised on April 24, 2014.

One (1) authorized user per member company will be accorded access to the Site. Additional authorized users from the same member company must obtain separate authorization and logon information. Authorized users, upon issuance of a logon and password, are expressly limited to access to the Site and will not share the logon and password with unauthorized users. Users recognize that training programs offered by TN NOW are copyrighted and are protected by United States and International copyright laws. User will not record, copy or distribute TN NOW training programs excepting any incidental copying necessary to access the training programs.

All copyright, trademark and other proprietary rights in the TN NOW training website and system, as well as in the services, products, software, text, graphics, design elements, audio, music and all other materials originated or used by TN NOW on the training website and in the software are reserved to TN NOW and/or its suppliers.

By accessing, browsing or otherwise accessing the Site, you become a User (defined herein) and agree to be bound by the terms of this Agreement. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies or other contractual provisions as noted. In the event of a conflict between any other agreement, rule, policies, or other terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this Agreement, please contact us at mail@scnwo.com. If you do not wish to be bound by this Agreement, you may not access or use the Site.

Types of Users

Any person accessing, browsing, or otherwise using the Site, either manually or via an automated device or program, shall be deemed a "User" (also referred to as "you" or "your") under this Agreement. A User that registers online is a "Registered User." All references to "Users" or to "you" or "your" in this Agreement shall include Registered Users.

Disclaimers

1. SCNWO will make commercially reasonable efforts to have the training programs available 24 hours a day, 7 days a week. Customer recognizes that from time to time the TN NOW system will need to undergo maintenance as well as have repairs made due to unanticipated problems with hardware, software and telecommunications vendors. Periodic and routine maintenance will be scheduled, where practicable, outside of normal business hours. TN NOW will work closely with telecommunications and other involved vendors, if problems do occur, to minimize the system's down-time. TN NOW and its distributors, resellers, website operator, and/or other agents and associated vendors do not warrant or guarantee that the functions or services performed through the SCNWO training website and course-delivery system will be uninterrupted or error-free, or that defects in the system will be corrected at any particular time.
2. SCNWO's TRAINING PROGRAMS, services, related software, information and products that are accessed directly or indirectly through the TN NOW training website and delivery system are provided "as is", without warranty, expressed or implied. SCNWO and its officers, directors, employees, agents and suppliers, exclude all implied warranties of merchantability, non-infringement and fitness for a particular use or purpose.

SCNWO and its officers, directors, employees, agents and suppliers make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the information or services covered under this Agreement. SCNWO cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. SCNWO / TN NOW TAKES ALL REASONABLE PRECAUTIONS TO INSURE ITS TRAINING PROGRAMS REMAIN VIRUS FREE BUT cannot and does not guarantee or warrant that TN NOW's training programs or anything else that is available for downloading from SCNWO's training website will be free of infection by viruses, worms, "Trojan horses" or other code that manifests contaminating or destructive properties.

TN NOW's training programs have been created to assist facilities that are endeavoring to educate their employees regarding good safety and health practices. The information contained in the training programs is the most accurate and up to date information available to TN NOW at the time the training programs were produced. All information in the training programs should be reviewed for accuracy and appropriateness to assure that it conforms to Customer's situations and recommended procedures, as well as to any state, federal or other laws, standards and regulations governing Customer's operations. There is no warranty, expressed or implied, that the information in TN NOW's training programs is accurate or appropriate for any particular facility's environment.

3. Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents and suppliers from all losses, expenses, damages and costs including reasonable attorney's fees resulting from any violation of this Agreement or any activity related to Customer 's account and/or the use of TN NOW courseware or training website and associated software (including infringement of third party's worldwide intellectual property rights or negligent or wrongful conduct) by Customer or its employees, contractors or anyone else using the system through Customer 's account or access ways.

4. Some jurisdictions do not allow the disclaimer of certain implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the above disclaimers, limitations and exclusions may not apply to you. SCNWO SHALL NOT BE LIABLE TO CUSTOMER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO SCNWO's training programs and/or training website, course-delivery system AND OTHER software, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF BUSINESS, ANTICIPATED PROFITS OR REVENUE. In any case, the total liability of SCNWO and its distributors, resellers, website operator and/or other agents and vendors, their officers, directors, employees, agents and suppliers, if any, for losses or damages of any kind will not exceed the total aggregate sum of \$500.

5. SCNWO's training programs and/or other products and services available through the TN NOW training website and delivery system are subject to United States export controls and may not be accessed or used by:

- A national or resident of Cuba, Libya, Sudan, North Korea, Iran, Syria or any other country to which the United States has embargoed goods.
- Anyone on the U.S. Treasury Department's list of "Specially Designated Nationals" or the U.S. Commerce Department's "Table of Denial Orders"

Customer hereby agrees to the constraints listed above and represents and warrants that no employee or other person related to Customer who is a national, resident or under control of any country on the lists specified above will be given access to TN NOW training programs or through Customer's access ways.