

## **\*\*Terms and Conditions\*\***

### **Membership:**

- Membership fees are payable in advance; non-refundable from the start month of the membership term for twelve consecutive months.
- All Members are fully responsible and accountable for all actions of, and all charges incurred, by their designated representative.
- Membership services, privileges, and benefits shall be deemed active from the date of receipt of annual membership fees.

### **Renewal of Membership:**

- For all membership types listed on The Inclusion Project (TIP) website, upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms (“Renewal Terms”) of equal length to the Initial Term, unless either Party provides written notice of nonrenewal, to TIP, at least thirty (30) days prior to the end of the then-current term (or unless sooner terminated).
- If the Initial Term is renewed for a Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the membership fees payable hereunder by Member to TIP during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

### **Member Suspension:**

- Membership services, privileges, and benefits shall be suspended to any Member who is delinquent in payment of dues for a period of thirty (30) days.
- Suspension of membership due to late payment of fees will not result in a corresponding adjustment or extension of the membership term.
- Members are advised to pay dues on or before they are due to avoid suspension or interruption to membership services, privileges, and benefits.

### **Refund Policy:**

- TIP shall not be responsible for a refund of any fees, dues, course or certification fees or costs, expenses, and charges paid by the Member or Corporate Member prior to termination of this Member's membership.

### **Privacy:**

- In addition to TIP Privacy Policy and Terms of Use, all Members agree and consent to the following additional uses of Personal Information.
- "Personal Information" may include, but is not limited to, your name, address, phone number, email addresses, birthdate, electronic signatures, personal identification numbers, IP addresses, mobile device identifiers, geo-location, non-public certification program participation information ("NPCPPI") (which includes certification course enrollments, certification course completions, and certification course test scores), public certification program participation information ("PCPPI") (which includes TIP certifications received, and effective dates), employer information, employment history information, or any other personally identifying data collected from you or from your employer by TIP, or its authorized agents in fulfillment of TIP membership-oriented programs.

## **TERMS OF USE**

### **Provision of the Portal by TIP**

- You acknowledge and agree that the form and nature of the Portal may change from time to time without prior notice to you.
- You acknowledge and agree that TIP may stop (permanently or temporarily) providing the Portal (or any features within the Portal) to you or to users generally, at TIP's sole discretion, without prior notice to you. You may stop using the Portal at any time. You do not need to inform TIP when you stop using the Portal or any of its features.

### **Use of Services**

- TIP grants permission to use Documents (such as white papers, press releases, datasheets and FAQs) from this server ("Server"); provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from this Server is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Use for any other

purpose is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

- Documents specified above include the design and layout of TIP website or any other TIP owned, operated, licensed or controlled site. Elements of TIP websites are protected by trade laws and may not be copied or imitated in whole or in part.
- No logo, graphic, sound or image from any TIP website may be copied or retransmitted unless expressly permitted by TIP.
- TIP and/or its respective members make no representations about the suitability of the information contained in the documents and related graphics published on this server for any purpose. All such documents and related graphics are provided “as is” without warranty of any kind.
- TIP and/or its respective members hereby disclaim all warranties and conditions regarding this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- In no event shall TIP and/or its respective members be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available from this server.
- The documents and related graphics published on this server could include technical inaccuracies or typographical errors.
- Changes are periodically added to the information herein. TIP and/or its respective members may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

#### **Notices Regarding Software**

- In no event shall TIP and/or its respective members be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information available from this server.

#### **Links to Third Party Sites**

- Links in certain areas of this site will let you leave TIP website. The linked sites are not under the control of TIP and TIP is not responsible for the contents of any linked site or

any link contained in a linked site. TIP is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TIP of the respective site.

### **Obtaining TIP's Consent**

- To request the consent of TIP for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to [info@theinclusionproject.com](mailto:info@theinclusionproject.com). TIP reserves the right to refuse any such requests in its sole discretion.

### **COPYRIGHT NOTICE**

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- Any rights not expressly granted herein are reserved.
- Contact TIP with questions or problems with this service.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND AGREE TO BE BOUND THEREBY. YOU ACKNOWLEDGE AND AGREE THAT EACH TIME YOU SUBMIT INFORMATION OR CONDUCT ANY OTHER TRANSACTION IN CONNECTION WITH A PROVIDER OR A CONTENT PROVIDER, EACH SUCH TRANSACTION CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THESE TERMS OF USE.