

## **www.NJCEUcenter.com TERMS OF SERVICE AGREEMENT**

### **ASSENT TO TERMS AND AMENDMENTS**

Strandberg Solutions, LLC and NJCEUcenter.com along with its successors, assigns, subsidiaries, affiliates, officers, employees, agents, partners and licensors/licensees ( collectively "Company" or "we" or "us" or "our"), provide the NJCEUcenter.com Service (as defined below) to you subject to the following terms of service (these "TERMS"), all of which you acknowledge, agree to and consent to by using the Service and reaffirm by clicking the "I Agree" button before creating a username. If you do not wish to be bound by these TERMS, you should leave the Service and discontinue all use of the Service.

These TERMS include the NJCEUcenter.com Privacy Policy, available at [www.NJCEUcenter.com](http://www.NJCEUcenter.com) which is hereby incorporated by reference. When using the Service, you shall be subject to any posted rules or policies, which may be posted from time to time by Company. Such rules and policies are hereby incorporated by reference into these TERMS. Company may also offer other services that are governed by different terms of service.

These TERMS may be amended by Company from time to time without notice to you. You will periodically review the controlling version of these TERMS, and by continuing to use the Service subsequent to Company making available an amended version of these TERMS, you thereby acknowledge, agree and consent to such amendment.

YOU CONSENT TO ENTERING THESE TERMS ELECTRONICALLY AND/OR BY MEANS OF ELECTRONIC SIGNATURE, AND TO COMPANY STORING RECORDS RELATED TO YOUR CONTRACTS WITH COMPANY IN ELECTRONIC FORM. YOU ALSO REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM THIS BINDING CONTRACT AND ARE NOT A PERSON BARRED FROM RECEIVING SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. PLEASE BE AWARE THAT YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND USE THE SERVICE. IF YOU ARE NOT AT LEAST 13 YEARS OF AGE, PLEASE DO NOT ATTEMPT TO ACCESS THE SERVICE AGAIN UNTIL YOU REACH THE AGE OF 13 OR OBTAIN A BURGLAR ALARM, FIRE ALARM OR LOCKSMITH LICENSE IN NEW JERSEY, WHICHEVER OCCURS LATER.

The Service is void where prohibited.

### **SERVICE DESCRIPTION**

Company provides users with access to communications tools, which may heretofore or hereafter be accessed through any medium or device now known or hereafter devised, including but not limited to websites and applications that deliver information through its network of properties (the "Service"). Unless explicitly stated otherwise, any new tools that alter or improve the current Service shall be subject to these TERMS.

The Service is designed to assist persons who possess or are planning to obtain a New Jersey Fire Alarm, Burglar Alarm and Locksmith licenses. NJCEUcenter.com makes it easier for license holders to locate and organize information about continuing education unit ("CEU") courses in order to help the license holders comply with state licensing requirements. In connection with the provision of the NJCEUcenter.com website, Company offers persons and/or organizations who offer CEU courses and provide services to licensees in the fire alarm, burglar alarm and locksmith industry the opportunity to sponsor the website (the Sponsors"). Neither Strandberg, NJCEUcenter.com nor the Service are affiliated with the State of New Jersey or any other government entity. Licensees can browse approved courses, view course offerings on a calendar, select and pay for courses on line and track progress towards completion of the CEU requirements of courses selected through this Website or taken previously or by providers not participating on this website. A Licensee may upload information about courses taken in order to track CEU compliance. It is the Licensees responsibility to verify that he or she is in compliance with the CEU requirements for License renewal including but not limited to the number of

hours approved for each course taken and the number of hours required in each course area and that license(s) are renewed in a timely manner.

The Service may include advertisements and certain communications from Company or others, including without limitation promotional marketing emails along with notice of new course availability and reminders of dates for courses selected and paid for from Company. When you complete the Service's registration process, you can choose to "opt out" of receiving these emails. If at any time after completing the registration process, you do not wish to receive notification or promotional marketing emails from us regarding your CEU requirements, please email us at [Webmaster@NJCEUcenter.com](mailto:Webmaster@NJCEUcenter.com)

### **USERNAME AND PASSWORD**

You will create a "username" and unique "password" upon completing the Service's registration process. You will provide accurate, current and complete information about yourself (the "Information") as prompted by the Service's registration forms, and timely update the Information to keep it true, accurate, current and complete.

You are responsible for maintaining the confidentiality of your password and username and are fully responsible for all activities that occur under your password or username. You will immediately notify Company of any unauthorized use of your password or username or any other breach of security by emailing us at [Webmaster@NJCEUcenter.com](mailto:Webmaster@NJCEUcenter.com). Company will not be liable or responsible for any claim arising from your failure to comply with this paragraph.

### **THE CONTENT YOU SUBMIT**

You understand that all Information, data, or content of any kind, uploaded, posted, embedded, made available or transmitted by you or another user to or through the Service ("Content") is the sole responsibility of the person from whom such Content originated. Company does not control such Content and does not make any guarantee whatsoever related to such Content.

You hereby grant Company a royalty-free, irrevocable, sublicensable and non-exclusive perpetual license throughout the universe for use in any and all media whether now known or hereafter devised to use and exploit (including by reproduction, distribution, public display, adaptation and/or public performance), in connection with Company's provision of the Service, any and all Content that you upload, embed, post, make available or transmit to or through the Service. You also waive all moral rights in relation to such Content.

If any of the Content that you upload, embed, post, make available, or transmit to or through the Service contains ideas, suggestions, documents, and/or proposals to Company, Company will have no obligation of confidentiality, express or implied, with respect to such Content, and Company shall be entitled to use, exploit or disclose (or choose not to use or disclose) such Content at its sole discretion without any obligation of Company to you whatsoever (i.e., you will not be entitled to any compensation or reimbursement of any kind from Company under any circumstances).

### **YOUR CONDUCT**

You will not use the Service to:

- violate any applicable law or encourage or provide instructions to another to do so;
- upload, embed, post, make available, or transmit any Content that is unlawful (including without limitation Content that infringes or violates any patent, trademark, trade secret, copyright, right of publicity or other right), confidential, harmful, threatening, abusive, inflammatory, harassing, tortious, defamatory, indecent, vulgar, obscene, libelous, pornographic, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- knowingly upload, embed, post, make available, or transmit any false or inaccurate information;
- misrepresent your identity;
- upload, embed, post, make available, or transmit any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes or any other form of solicitation;

- upload, embed, post, make available, or transmit any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- act in a manner that negatively affects other users' ability to use the Service;
- harass, intimidate or stalk anyone;
- collect or store personal data about anyone; and/or
- reproduce (other than as necessary to lawfully access the Service), adapt, distribute, publicly display or publicly perform any portion of the Service or Content or material residing on the Service at the direction of Company or a user other than yourself, in whole or in part.

Any interaction you have with advertisers or Sponsors found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers or Sponsor. Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such advertisers or Sponsors on the Service.

### **OUR CONDUCT**

Company may or may not review Content, but Company shall have the right (but not the obligation) in its sole discretion to review, reject, and/or remove any and all Content at any time for any or no reason whatsoever. Company shall not be liable or responsible to you or any third party for any such conduct.

Company may access, preserve and disclose your Information and/or Content if, among other things, it is required to do so by law or if acting with a good faith belief that such access preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce the TERMS; (3) respond to claims that any Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of Company, its users or the public.

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. Company shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

Company may at its sole discretion, under any circumstances, for any or no reason whatsoever and without prior notice to you, immediately terminate your username and account and/or your access to the Service. Company shall not be liable or responsible to you or any third party for any such termination.

Company may provide, or third parties may provide, on or through the Service, links to other web sites or resources. Because Company has no control over such sites and resources, Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible for or liable to you or any third party based on the conduct of such external sites or resources.

Company shall not be responsible for or liable to you or any third party for the accuracy, usefulness or availability of any information uploaded to, posted to, made available on or transmitted through the Service, including but not limited to any securities trading or investment related information. Company shall not be responsible for accuracy of information provided by others, certificates of course completion, renewal of licenses or acceptance of the CEU courses taken by the State.

Some of what the Service contains is our content (i.e., content we created, purchased or licensed). Our content may be protected by copyright, trademark, patent, trade secret and/or other laws, and we reserve and retain all rights in our content and the Service. Company hereby grants you a royalty-free, limited, revocable, non-sublicensable, and non-exclusive license to reproduce and display our content (excluding our software code) solely for your personal use in connection with using the Service. This license is conditioned on your compliance with these TERMS.

## **PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you have a good faith belief that your copyright is being infringed by any material on the Service, please send a Notice of Claimed Infringement, including the information listed below, to Company's Designated Copyright Agent:

Designated Copyright Agent: Strandberg Solutions, LLC  
address: 528 Janes Chapel Road, Oxford, NJ 07863  
phone: 908-637-8557  
email: webmaster@NJCEUcenter.com

Company has instituted a policy designed to enable, at Company's sole discretion, the expeditious removal of infringing material and the termination of the usernames and/or access of users who qualify as repeat infringers. Please make sure that any Notice of Claimed Infringement you send to Company's Designated Copyright Agent includes all of the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- an identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- an identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
- information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which the you may be contacted.
- a statement that the you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that material you posted was improperly removed in response to a copyright notification, please email us at Webmaster@NJCEUcenter.com. We will review your concerns.

### **TRADEMARKS**

Strandberg Solutions, LLC., NJCEUcenter.com and Strandberg Consulting Group and their associated logos are trademarks and/or service marks of Company. All other trademarks, service marks and logos used on or through the Service are the trademarks, service marks or logos of their respective owners.

### **INDEMNIFICATION**

You will indemnify and hold Company harmless from any claim or demand, including but not limited to reasonable attorneys' fees and costs, made by any third party due to or arising out of Content you upload, embed, post, make available or transmit to or through the Service, your use of the Service, your connection to the Service, your violation of these TERMS, or your violation of any rights of another in connection with these TERMS. You will cooperate as fully as reasonably required in the defense of any such claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the written consent of Company.

### **DISCLAIMERS**

- YOU USE THE SERVICE AT YOUR SOLE RISK. COMPANY PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE". COMPANY EXPRESSLY DISCLAIMS TO THE FULL EXTENT

PERMITTED BY LAW ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICE AND GOODS PURCHASED THROUGH THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL.

- COMPANY MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS; (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE SERVICE RESULTS WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES OR MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (5) THE SERVICE, ITS SERVERS, OR COMMUNICATIONS SENT FROM COMPANY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- NO INFORMATION OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **LIMITATION OF LIABILITY**

COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR INFORMATION; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (5) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **JURISDICTIONAL RESTRICTIONS**

IN SOME JURISDICTIONS, CERTAIN LIMITATIONS OF LIABILITY AND DISCLAIMERS RELATED TO WARRANTIES CONTAINED HEREIN MAY NOT APPLY TO YOU.

#### **RELEASE**

If you have a dispute with one or more users or Sponsors of the Service, you release Company from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You also waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You also waive any and all benefits and rights that would otherwise accrue to you by reason of the provisions of any federal or state statute or principle of common law of any state of the United States, or any political entity or nation, province or local law or regulation that may govern this release, which statute, regulation, law or principle provides in substance something similar to California Civil Code § 1542.

#### **NOTICE**

Company will provide any notice to you at the email address you provide upon creating a username or by other reasonable means now known or hereafter devised. You will provide any notice to Company in writing at the following address: 528 Janes Chapel Road, Oxford, NJ 07863

#### **GOVERNING LAW**

These TERMS and the relationship between you and Company shall be governed by the laws of the State of New Jersey as an agreement wholly performed therein without regard to its conflict of law provisions.

Any dispute relating in any way to your use of the Service shall be submitted to confidential arbitration in New Jersey, except that, to the extent you have in any manner violated or threatened to violate Company's intellectual property rights, Company may seek injunctive or other appropriate relief in any state or federal court in the State of New Jersey, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these TERMS shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these TERMS shall be joined to an arbitration involving any other party subject to these TERMS, whether through class arbitration proceedings or otherwise.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICE. EACH PARTY ALSO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TERMS must be filed within one year after such claim or cause of action arose or be forever barred. Any claim by you that may arise in connection with these TERMS will be compensable by monetary damages and you will in no event be entitled to injunctive or other equitable relief.

#### **TERMINATION**

Either party may terminate these TERMS for any or no reason at any time by notifying the other party. However, if you access the Service after terminating these TERMS, you will acknowledge, agree and consent to the version of these TERMS controlling at that time. Upon termination by either party, the following paragraphs will survive: (1) OUR CONDUCT; (2) THE CONTENT YOU SUBMIT; (3) INDEMNIFICATION; (4) DISCLAIMERS; (5) LIMITATION OF LIABILITY; (6) RELEASE; (7) GOVERNING LAW and (8) MISCELLANEOUS.

#### **MISCELLANEOUS**

These TERMS constitute the entire agreement between you and Company and govern your use of the Service. These TERMS supersede any prior agreements between you and Company with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Company services, affiliate services, or third-party services.

These TERMS are fully assignable by Company and will be binding upon and inure to the benefit of Company's successors and assigns.

Except as otherwise expressly provided in these TERMS, there shall be no third-party beneficiaries to this agreement.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

The failure of Company to exercise or enforce any right or provision of these TERMS shall not constitute a waiver of such right or provision. If any provision of these TERMS is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TERMS remain in full force and effect.

The headings in these TERMS are for convenience only and have no legal or contractual effect.