

Terms and Conditions

These Terms and Conditions apply to our websites, microsites, and mobile versions of these websites (collectively, the "Website") that expressly adopt and display or link to these Terms and Conditions, as may be revised from time to time, and that are owned, operated or controlled by ISSA, LLC, a Missouri limited liability company, its parents, affiliates, and subsidiaries (collectively, the "Company").

BY ACCESSING, BROWSING, AND/OR USING THE PAGES OR SERVICES POSTED ON THE WEBSITE, YOU (the "User") AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS, BROWSE, OR USE THE WEBSITE.

Product and Services Terms

ISSA Certification: There are two types of self-paced certificate programs: 6 months and 12 months. The 6-month programs are allowed up to 6 months from the date of enrollment to complete your program. If you fail to complete the program requirements within 6 months, you may request a 2-month extension, free of charge. If you fail to complete the requirements during your first extension period, you may request a final 2-month extension for a nonrefundable fee of \$99. The 12-month programs are allowed up to 12 months from the date of enrollment to complete your program. If you fail to complete the program requirements within 12 months, you may request a 1-month extension, free of charge. Completion of the program beyond the final extension period requires re-enrollment. Students must submit all course quizzes, score 75% or better on all sections of either a seminar, home study or online examination, as well as submit a copy of an Adult CPR/AED Certification within the defined enrollment period.

Eligibility: In order to sit for a certification examination the ISSA Board of Directors requires that candidates are 18 years of age or older and hold a valid Adult CPR and AED certifications from an approved CPR/AED provider, such as the American Red Cross, American Heart Association, the Emergency Care & Safety Institution (please contact Student Services to confirm that any other provider has been approved).

Shipping; Delivery: In-stock items normally ship in 2 business days for orders placed before 12:00 p.m. (noon) PST, Monday through Friday, excluding holidays. Access to online courses may take 2 business days to process. International orders (placed from outside the United States) must be paid for by credit card or wire transfer. Due to the variance of international shipping rates, the Company will add the exact shipping charge to your purchase order. If shipping charges exceed \$100, you will be contacted for approval.

Promotions and Discounts: Periodically, the Company offers promotions or discounts that, if entered at the time of purchase, will be immediately reflected in the purchase price. Most promotions and discounts are offered with specific terms and conditions, including eligibility conditions, so customers are advised to review these terms and conditions in advance of purchase. Please note that promotions and discounts are not stackable - only one promotion or discount can be applied to an order and that, after the initial purchase, adjustments to the purchase price for promotions or discounts will only be honored if presented to Customer Service within 30 days of the original purchase.

Corporate Discounts: Corporate pricing for products and services may be available for certain business accounts. Please contact a Sales Associate for more details. Corporate discounts and credits may not be combined with other offers and are not transferable. Additional restrictions may apply. For a corporate discount to apply, the person making the purchase must be employed by the corporate entity, and have proof of employment, on the date of the purchase. A corporate discount presented within 30 days of the initial purchase will be honored provided that the employment requirements are satisfied.

Bulk Purchases: Bulk purchases may be available for certain business accounts. Please contact a Sales Associate for more details.

Payment Options: The Company accepts the following credit and debit card types: American Express, Discover Card, Visa, and MasterCard. Additional forms of payment with business checks, cashier's checks or money order are accepted for paid in full non-installment orders and orders placed within the United States. If for any reason payment is incomplete or untimely (returned check, declined credit card, etc.), your account will be placed on hold and you (or, if you are a fitness or educational partner, your students or employees) will be unable to access or complete any online material, quizzes or exams until full payment of the then due amount, plus any fees, is received, processed and approved. The Company has the right to reject any order and/or to limit quantities on any order, for any reason at its sole discretion.

Installment Plans: The Company may offer installment payment plans for some products and services. Contact a sales associate for more details. A valid form of payment must be provided in order to enter and maintain an installment plan. Cancellations of a payment form does not excuse you from making the remaining installment payments. Except to the extent restricted by applicable law, the Company may declare your plan to be in default if: (a) we are unable to process a payment when due and you do not then make the full amount of such payment within five (5) business days of the scheduled due date; or (b) any event occurs that, in our reasonable judgment, significantly impairs the prospect of performance of your payment obligations. If we determine an event of default has occurred, we may, immediately and without advance notice, suspend or terminate your ability to have continued or future access to the Products and Services, to revoke your certification, if any, and refuse to recertify you.

Refund Policy: All sales are final seven (7) days after the date of purchase (the "Return Period"). In other words, as of the 8th day following the date of purchase, the Company will not provide refunds or accept returns. You must contact the original Enrollment Advisor within the Return Period to request a refund. If you have attempted the final test, exam or proctored exam associated with the product or service you purchased, you will not be entitled to a refund. A 10% administration fee is applied to all refunds and is based upon the "Product Price", which is the total purchase price including applicable taxes minus all standard fees charged at the time of purchase. The following standard fees are nonrefundable: shipping and/or handling, application, administration, test extension, late cancellation, retest, workshop transfer, program extension, petition, recertification, and recertification late fees. Refunds are only available for the portion of the "Product Price" already paid. Often products are sold as packages (e.g., hardcopy book, online program, and final exam). Refunds are not available for individual items within a Product Package. If an item within a Product Package is defective, you can request an exchange of that item by contacting the original Enrollment Advisor within the Return Period.

All refunds are issued in the same form as the original payment, except if you elected an installment plan the refund will be issued to the most recent form of payment.

Job Promise Guarantee: ISSA offers a money back job promise guarantee to candidates who have completed the Certified Personal Trainer program. The ISSA job promise guarantee is only available to United States customers. To qualify for the money back job guarantee:

- You must be a US Resident;
- You must have purchased the Certified Personal Trainer Program after June 1, 2018;
- You must have completed the course requirements;
- You must be CPT certified;

The Job Guarantee Refund applies only to the purchase of the Certified Personal Trainer Course and the related price paid. The refund amount will be equal to the price, less discounts, of the Certified Personal Trainer Course, as stated on the student's receipt.

To request a refund, you can obtain a copy of the Job Guarantee Request Form by sending an email to jobguarantee@issaonline.com or calling Student Services at [866-450-0339](tel:866-450-0339). The form must be completed in-full, with all required information to be reviewed. By submitting your refund request form, you are consenting to ISSA contacting the employers in which you have listed to confirm application and non-selection for the personal training position. Please allow for up to 30 days for the refund to be issued. Any refund issued will be automatically refunded to the original payment form.

The job guarantee terms are subject to change and any changes will be binding. The most updated terms can be found on our website: <https://www.issaonline.com/company/job-guarantee.cfm>.

Continuing Education Requirements: A certification is valid for two (2) years following the issuance date of the certification. Your certification expiration date can be found on your certificate. In order to recertify, you must complete continuing education, complete the recertification application and pay the recertification fee, as follows: Certified Professionals must complete 20 continuing education units (CEUs), every two years. ISSA offers a ninety (90) day grace period free of charge; this allows a Certified Professional an extra 90 days beyond the expiration date shown on their certificate to complete the 20 CEUs. CEUs earned after the 90- day grace period will not count toward recertification. If a Certified Professional has not completed all the required CEUs before the end of the 90-day grace period, he/she will be required to retake the certification examination in order to maintain his/her credentials.

Restoring an Expired Certification: **Restoring Certification** should a certification expire, you may restore your certification after the three-month grace period within one year of the expiration date. In order to restore your certification, you must submit:

- Evidence of 20 hours continuing education credits (the credits must have been earned prior to the original expiration date or within the 90-day grace period);
- A copy of the front and back of your CPR/AED certification card that shows the certification was continuously current from the original certification period; and
- Payment of applicable fees, including the Recertification Fee and the Late Fee.

You may not restore your certification after the one-year anniversary date of the expiration date or if the above-listed requirements cannot be satisfied. Under such circumstances, you must register and

successfully retake the examination to become certified. You are not permitted to use the ISSA credential following your name or on office signage, your resumes, any websites, your business cards, presentations you give, introductions, or electronic signatures if you have let your certification lapse.

Professional Conduct: Each person who holds a credential or certification issued by the Company must comply with all legal requirements of their credentialed profession. In practicing the credentialed role, each person must:

- Provide optimal professional service and demonstrate excellent client care in their practice;
- Conduct themselves in a manner that merits the respect of the public and other colleagues;
- Treat each client with the utmost respect and dignity;
- Respect the confidentiality of all client and employer information;
- Practice with honesty, integrity, and lawfulness, obeying all local, state, federal and provincial laws, regulations and professional rules;
- Accept complete responsibility for their actions; and
- Respect and uphold all copyright, trademark and intellectual property rights and laws.

The Company reserves the right to discipline a credential holder who engages in illegal, threatening or unprofessional behavior in violation of the conduct rules above. The Company also reserves the right to discipline a credentialed person who has been negligent or responsible for injury or harm in performing his/her credentialed role or has misrepresented his/her qualifications to provide services, including opinions or advice, to the public. Discipline may include revoking the credential or reporting unprofessional conduct to concerned third parties, including employers, school, inquiring consumers of the credentialed person's services, or any regulatory, licensing body or law enforcement.

ADA Accommodations: Special accommodations for candidates with documented disabilities pursuant to the American with Disabilities Act (ADA) are available for certification examinations. The Company will provide reasonable testing accommodations to candidates whose documented disabilities or other qualifying medical conditions hinder their ability to take an examination under standard conditions. The Company reserves the right to determine the reasonableness of the accommodation requested and accommodation will be granted only to the extent that such accommodation does not fundamentally alter the examination or cause an undue burden to the Company or the testing center. The cost of excessive accommodation requirements is to be borne by the candidate (i.e., electronic communication equipment, etc.). Your request for an accommodation must be submitted at least 30 days prior to the examination date by contacting ISSA Student Services.

Content: All Website content, including, without limitation, all text, graphics, audio, video, music, icons, images, hyperlinks, services, displays, products, HTML code and scripts (collectively, the "Website Content"), and the collection, arrangement and assembly of the Website Content, is the property of the Company and its sponsors, distributors, or licensors, and is protected by copyright law and other U.S. and international laws and treaties. The User is grant-ed no right, title or interest in or to the Website Content other than the limited license expressly set forth in these Terms and Conditions. The User may not modify, publish, transmit, participate in the transfer or sale of, repro-duce, create derivative works from, distribute, perform, display, incorporate into a website or in any way exploit the Website Content, or any portion thereof, without the express written permission of the Company.

Limited License to Use Website Content: All Website Content, including the products and services made available to you by the Company, are licenses, and not sold, to you, subject to the terms of this Agreement and your timely payment of any fees due and payable by you to the Company. The Website, including all Website Content, is provided solely for personal, noncommercial use. You are not authorized to assign or transfer this license or your access code, username, or password to any other person or entity.

Other than the rights granted to you in this Agreement, the Company grants you no other rights. You agree to use the Company's products and services only as permitted under this Agreement and any terms delivered with the Company's products and services. Any violation of these terms may subject you to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of your license to use the Company's products and services. If the Company reasonably suspects that you have violated this Agreement, or if you have not paid the fees that are due and payable by you to the Company, then, without notice to you, the Company may terminate this Agreement, the license, and your Account and deny you further access to the Company's products and services. Upon termination of this license, you shall cease all use of the Company's products and services and remain liable for paying all amounts that may be due and payable by you to the Company. The Company reserves the right to modify, suspend, remove, or disable access to any Company products or services at any time without notice and in no event will the Company be liable for making any such changes.

Trademarks: All rights regarding any trademarks, trade names, service marks, logos and/or trade dress (collectively, "Marks") contained in, or used in connection with, the Website are expressly reserved by the Company and its licensors. The Marks, and all associated logos or images, are registered and/or common law trademarks, and are protected by U.S. and international laws and treaties. No license with respect to the use of the Marks is granted to the User under these Terms and Conditions or by virtue of User's use of the Website. The Marks may not be copied, imitated or used, in whole or in part, without the prior written consent of the Company or the applicable rights holder.

Links: The Website may include links to third party websites not operated by the Company. These links are provided for the User's convenience and in no way signify any endorsement of any such websites or the content thereof.

ACCESS TO ANY SUCH LINKED SITE IS AT THE USER'S OWN RISK, AND THE COMPANY WILL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO SUCH SITES AND/OR THEIR CONTENT, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY USE OF OR RELIANCE ON ANY SUCH CONTENT, OR ANY GOODS OR SERVICES, AVAILABLE ON OR THROUGH ANY SUCH SITE.

User Information: Some functionality of the Website may require the transmission of information provided by the User ("User Information"). User Information may include, but is not limited to, a User's name, address, email address, telephone number, method of payment, credit card number, password, and billing information. The User agrees to keep the User Information provided to the Website current at all times and to promptly update such information in the Website to the extent of any change. By using such functionality, the User consents to the transmission of User Information to the Company and/or its agents and authorizes the Company and/or its agents to record, process, and store such User Information as necessary for the Website functionality and for the purposes described in the Privacy Policy located here, which is incorporated herein by reference.

Online Commerce: The Website may allow Users purchase items and programs. Where a User makes such a purchase via the Website, all information obtained by the Company from the User in the course of such purchase, including User Information, may be collected by both the Company, as well as our third party vendors, such as payment processing companies, responsible for facilitating your purchase. These third-party vendors may have privacy and data collection practices that are different from those utilized by the Company. The Company has no responsibility or liability for the independent policies of these third-party vendors.

In addition to being subject to these Terms and Conditions, certain User purchases may subject that User to additional terms and conditions of these third-party vendors. The User hereby releases the Company and its third-party vendors from any damages incurred by the User. Moreover, the User agrees not to assert against the Company or its third-party vendors any claims arising from the User's purchase via the Website.

User Content: The Website may allow the User to upload photographs, reviews, videos or other content ("User Content"). The User shall be solely responsible for the User Content and the consequences of submitting and publishing the User Content via the Website and related Company platforms. The User shall retain ownership of all User Content and hereby grants to the Company a non-exclusive, royaltyfree, transferable, worldwide right and license to use, reproduce, modify, adapt, publish, translate, transmit, distribute and display the User Content via the Website and related Company platforms and for the Company's business purposes. The User also grants to the other users of the Website and related Company platforms a non-exclusive license to access the User Content via the Website and related Company platforms, and to use, reproduce, distribute and display such User Content as permitted through the functionality thereof and subject to these Terms and Conditions. The User grants the Company the right to identify the User as the author of any such User Content by name, email address, screen name, likeness, or other identifying information, and the User acknowledges that the Company has the right, but is not obligated, to use any such User Content and that the Company may cease utilizing such User Content at any time for any reason. The User agrees not to submit, upload, or otherwise make available via the Website any content or materials (i) that are unlawful, threatening, abusive, harassing, defamatory, libelous, obscene, vulgar, profane, injurious to third parties, or which invade another person's privacy, further the commission or concealment of a crime, or are otherwise objectionable; (ii) infringe the copyright or other intellectual property rights of a third party; or (iii) with respect to which the User does not have the rights necessary to transmit and publish such content or materials, or to grant the Company the license to use such content or materials as described herein. The User acknowledges that the Company has no obligation to monitor or screen User Content submitted to the Website, but that the Company shall have the right (but not the obligation) to reject, remove or delete any User Content for any or no reason.

Third Party Content: The User understands and agrees that the Company does not control and is not responsible for any Content made available on the Website by other users. The User's use of, or reliance on, any information contained in such third-party Content is at the User's sole risk. Under no circumstances will the Company be liable for any such thirdparty Content or for any loss or damage resulting from the User's use of, or reliance on, such third-party Content.

Acceptable Use: The User's permitted use of the Website and Website Content is limited to the standard functionality of the Website. In no event may the Website be used in a manner that (i) is unlawful, fraudulent or deceptive, (ii) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any third party (including, without limitation, the rights of publicity or other proprietary rights), (iii) uses technology or other means not authorized by the Company to

access Website Content, (iv) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment, (v) attempts to gain unauthorized access to the Company's systems or user accounts, (vi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability, (vii) attempts to damage, disable or overburden the Company's servers or networks, or (viii) fails to comply with applicable third party terms. The User must comply with all applicable third-party Terms of Use (e.g., wireless carrier terms of service) always while using the Website. The Company reserves the right to, in its sole discretion, terminate the license granted to the User hereunder and/or bring legal action against the User if the User engages in, or the Company reasonably believes the User has engaged in or is engaging in, use that violates these Terms and Conditions. The Company's failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms and Conditions.

Information Disclaimer: The Company attempts to be as accurate as possible regarding program and product descriptions, pricing and availability on the Website. However, unless specifically stated otherwise in writing on the Website, the Company does not warrant that program and product descriptions or Website content are accurate, complete, reliable, current, or error-free. From time to time, the Website may contain typographical errors, inaccuracies, or omissions relating to program and product descriptions, pricing, and availability. The Company reserves the right to revise the price, description, and/ or availability of programs or products without notice. In addition, the Company reserves the right, without prior notice, to refuse service to any customer.

Eligibility; Jurisdiction: The User represents and warrants that (i) the User is at least 18 years of age and is fully competent and able to enter into these Terms and Conditions and to abide by the terms hereof; (ii) the User is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist support" country, and (iii) the User is not included on any U.S. Government list of prohibited or restricted parties. The Website is not intended for children under the age of 13. The Company provides the Website for use in the United States of America. The Company does not represent the Website is available or appropriate for use in other jurisdictions. Any access to or use of the Website from other jurisdictions is at the User's sole risk and the User is responsible for complying with all applicable local laws.

DISCLAIMER: COMPANY AND ITS LICENSORS DO NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE WEBSITE CONTENT OR REPRESENT THAT THE WEBSITE OR THE WEBSITE CONTENT IS ERRORFREE OR CAPABLE OF OPERATING ON AN UNINTERRUPTED BASIS. THE WEBSITE and COMPANY'S PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. No oral or written statement by any Company employee or representative shall create a warranty or modify this section. Certain jurisdictions do not permit the exclusion of implied warranties, so the forgoing exclusion may not apply to you.

You and those with whom you work or provide exercise advice should always review the instructions and recommendations of the manufacturer of any exercise equipment before use, even equipment that appears in any Company product, as the manufacturer's instructions and recommendations may have changed since the publication of the Company product. YOU EXPRESSLY AGREE that the Company is not responsible for harm that may arise from the use or misuse of any exercise equipment by you or any person to whom you provide exercise advice or instruction.

MEDICAL DISCLAIMER: The Company, its licensors and contributors are not engaged in rendering medical, legal or other professional advice of services and the content of the Company's products or services or its websites and marketing materials are not intended to take the place of such advice. If such advice or other expert assistance is required, the service of a competent professional should be sought. Please consult a physician or other appropriate professional before using any of the information, services, products or other resources you may find in the content of the Company's products or services or the Company's websites and marketing materials, or other resources mentioned or made accessible through the Company's websites. The Company does not endorse, sponsor or guarantee any of the information of others, including advertisers, providers or partners, that may be accessible or made available on its websites or in its marketing materials or posted by any users who are not officers, directors, employees, representatives or agents of the Company. The Company does not guarantee that the use of any of its study or preparation materials or tools guarantees success on the certification exam or of future employment.

DISCLAIMER: NO ENDORSEMENT OR AFFILIATION: Without limiting the forgoing, the Company makes no representations or warranties and assumes no liability regarding the background, suitability or qualifications who may participate in Workshops or other live events, whether as providers (independent contractors who serve as instructors or trainers, staff of the facility or other nonemployees of the Company present at such events) or as recipients of the Company's products or services. Participants are solely responsible for making their own inquiries regarding the suitability of such individuals.

Limitation of Liability: USE OF THE WEBSITE IS AT THE USER'S OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, COMPANY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO: (I) USE OR MISUSE OF THE WEBSITE OR THE WEBSITE CONTENT;

(II) INABILITY TO ACCESS OR USE THE WEBSITE OR THE WEBSITE CONTENT; (III) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION SUBMITTED VIA THE WEBSITE; (IV) ANY COMMUNICATIONS OR SERVICES PROVIDED BY, OR REQUESTED FROM, COMPANY VIA THE WEBSITE; OR (V) ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE RESULTING FROM ACCESS TO OR USE OF THE WEBSITE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

Indemnity: Upon request by the Company, the User agrees to indemnify, defend and hold harmless the Company and its employees, contractors, officers, directors, and licensors from and against all claims, suits, demands, damages, liabilities, loss, cost, and expense (including reasonable attorneys' fees) that arise from: (i) the User's use or misuse of the Website; (ii) the User's violation of these Terms and Conditions; (iii) the User's violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that the User Content resulted in damage to a third party. The Company reserves the right, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with the Company in asserting any available defenses.

Changes to Website: At any time and without notice to the User, the Company may change or modify the Website, or any features or functions thereof, or may suspend or dis- continue the Website, or stop supporting the Website, or any aspect thereof. Any such termination, change, suspension or discontinuance shall be without liability to the User.

Changes to Terms; Updates: The Company reserves the right to change these Terms and Conditions at any time, and in its sole discretion, by changing these Terms and Conditions within the Website. The User's continued use of the Website after any such changes to these Terms and Conditions are made available through the Website will constitute the User's acceptance of those changes. These Terms and Conditions shall govern any updates to, or supplements or replacements for, the Website unless separate terms are provided in conjunction with such updates, supplements or replacements - in which case such separate terms will apply.

Governing Law: These Terms and Conditions are governed by the laws of the State of Arizona and applicable federal laws of the United States of America, without giving effect to conflict of laws principles. The User irrevocably consents to the exclusive jurisdiction of the federal and state courts situated in Maricopa County, Arizona, USA for purposes of any legal action arising out of or related to these Terms and Conditions or use of the Website.

Agreement to Arbitrate: Any civil action, claim, dispute or proceeding arising out of or relating to access to or use of the Website will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of access to or use of the Website, and to arbitrate any part of these Terms, including any claim that all or any part of this section or these Terms is void or voidable. The arbitration will be conducted by the American Arbitration Association (the "AAA") exclusively in Maricopa County, Arizona, under the AAA's rules and procedures, as modified by this section. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then the AAA will select the arbitrator.

Arbitration will not commence until the party requesting arbitration has deposited U.S. \$1,000 with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims exclusively in accordance with the laws of the State of Arizona, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Judgment upon any award rendered by the arbitrator is final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state or federal courts of record for Maricopa County, Arizona.

Digital Millennium Copyright Act: If you believe that materials available on the Website infringe your copyright, please let us know. You may file a notice in compliance with the Digital Millennium Copyright Act, 17 U.S.C. §512, by writing to us at the following address:

ISSA, ATTN: DMCA Notice,
7227 N 16th St., Suite 262
Phoenix, AZ, 85020, USA

See 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Please note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing. If a notice of copyright infringement has been filed regarding material posted by you, you may file a counter-notification in compliance with 17 U.S.C. §512(g)(3) with our DMCA Agent listed above. If the Company receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

In accordance with the DMCA and other applicable law, The Company has adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. The Company may also, in its sole discretion, limit access to the Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether there is any repeat infringement.