



Summary

These terms of use are a binding legal agreement between you and Nasium Training, LLC. By registering, logging in, accessing, and/or using any of our courses, you agree to use the Course and its content only in a manner as stated in these Terms of Use. If you do not agree with any element of these terms, you should cease accessing or using the Course immediately.

Last updated: April 20, 2023

Introduction

These terms of use are a binding legal agreement (“Terms of Use”) between you and Nasium Training, LLC (“Nasium Training”, “we”, “us”, or “our”) and by registering, logging in, accessing, and/or using any of our courses (“Course”) you agree to use the Course and its content only in a manner as stated in these Terms of Use.

The Courses may be provided to you in-person or via the internet through a credentialed website which includes any images, text, code, layouts, displays, or other content in any form including audio or video, or other data including third-party materials, all as may be modified from time to time.

If you are an individual accessing or using the Course on behalf of, or for the benefit of, any entity, you are agreeing to the Terms of Use on behalf of yourself and such organization, and you represent and warrant you have the legal authority to bind such organization to these Terms of Use. References to “you” and “your” in these Terms of Use will refer to both the individual accessing the Course and to any such organization.

If you do not agree with any element of these Terms of Use, you should cease accessing or using the Course immediately.

Eligibility

A learner may be admitted into a Nasium Training course or series upon satisfying the registration requirements applicable to that course or series, as determined by the learner’s employer and any applicable external requirements. As a general matter, Nasium Training registration requirements include:

1. Completion of registration and agreement to all applicable Terms and Conditions.
2. Continuous employment with the sponsoring employer throughout the training in a position designated by the employer as eligible for the training.
3. Age of at least 18.
4. High school diploma, or GED, or equivalent (may be waived by the employer in certain situations).

5. Ability to read, write, and speak the English language with sufficient proficiency to comprehend, participate, and succeed in training.

To allow for the best chance of learner success, where applicable, learners may be required to take a skills assessment that will help Nasium Training to provide appropriate academic screening and course placement based on learner aptitude.

By using the Course, you represent and warrant to us you are at least eighteen years old. We do not accept submissions from persons under the age of 18 ("Child"). Furthermore, we do not accept any user who is a Child. You are ineligible to use the register on the website hosting the Course or register in a Course if you are a Child.

By using the Course, you represent and warrant to us you have received a high school diploma, GED, or equivalent, and acknowledge that Nasium Training is not responsible for any consequences that may arise with your employer or other external entity from your inability to produce proof of high school graduation or its equivalent. A high school diploma or equivalent may be required for employment and/or professional certification or licensure, and successful completion of your Nasium Training program may require reading, math, and other skills at the post-secondary level. By using the Course, you acknowledge that Nasium Training does not independently verify high school graduation or its equivalent, but that your current or future employer, or a certification or licensure entity, may do so.

Acknowledgements

By using the Course, you acknowledge your understanding that Nasium Training's course or series is being offered to you through your current employer for purposes of your current employment and that Nasium Training will not be offering you placement services to identify alternate employment.

By using the Course, you acknowledge that Nasium Training has made no representation to you regarding your ability to sit for or obtain licensure or certification in any professional field.

By using the Course, you acknowledge that if you have now or in the future obtain a criminal conviction record, you may not qualify for professional licensing or certification and may have difficulty finding new or maintaining current employment. You acknowledge that Nasium Training does not perform criminal background checks, nor does Nasium Training test learners for illicit drug use, but that you may be subject to such checks by your current or future employer.

By using the Course, you acknowledge that you are required to maintain employment in your current position with your employer (or in another position determined by your employer to be eligible for participation in the Course) to maintain your registration in the Course.

By using the Course, you acknowledge that you are required to comply with the conduct expectations established by Nasium Training, including but not limited to the requirements noted in the Code of Conduct policy published in the Nasium Training Learner Handbook, and the other related policies listed therein. You acknowledge that your failure to do so could result in Nasium Training suspending or dismissing you from training, separate from any consequences imposed by your employer.

By using the Course, you acknowledge that if you wish to withdraw from the Course, you must notify and work with your employer to do so. You acknowledge that you may not be permitted to re-enter a Nasium Training course or series after withdrawal and that your ability to do so depends on the

following conditions: a) your employer must provide written permission to Nasium Training for you to re-register in the specific course or series; b) your employer must be hosting a cohort of that course or series at the same site c) there must be space available in the cohort; d) your learning management system license must not have expired and e) you must still meet all applicable Nasium Training registration requirements.

By using the Course, you acknowledge that upon completion of your assigned training, you will be issued a PASS/NON-PASS grade based on the composite results of all courses within your series (or, if a single course, on the results of that course). To achieve a PASS grade for the series, you acknowledge that you meet the following requirements: 1. Complete and receive a PASS grade on all courses 2. Successfully complete any other series-specific requirements including experiential training through an organized externship (as required) and registration for a certification exam, as required.

By using the Course, you acknowledge that you are responsible for adhering to any changes in Nasium Training policies contained in the Nasium Training Learner Handbook, which changes will be made available to you during training. You further acknowledge that Nasium Training, as a result of regulatory or other external requirements, may be required to make policy or training content changes during your training and that Nasium Training will communicate such changes to you as needed.

Use Rights

We hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Course as expressly permitted by these Terms of Use. Except for this limited license, we do not grant you any other rights or licenses. We reserve all rights not expressly granted herein.

The Courses and all marks, logos, buttons icons, images, pictures, graphics, and content used in connection with the Course (collectively referred to as "Intellectual Property") are protected under U.S. intellectual property laws and are exclusively owned and controlled by us and various third parties. You are prohibited from using, modifying, republishing, transmitting, distributing, scraping (through manual or automated means), or duplicating Course content without our express written permission.

Restrictions

You shall not: share any credentials with any other person or entity, including but not limited to your employer; misrepresent your identity or impersonate any person; reproduce, duplicate, copy, sell, re-sell, or otherwise commercialize any part of the Course; access without authority, interfere with, damage, or disrupt any part of the Course or software or equipment or network on which the Course is stored; attempt to gain unauthorized access to the Course, the server on which the Course is stored or any server, computer or database connected to the Course; use the Course in any way that breaches any law or regulation; use the Course in any way that is unlawful or fraudulent, or has any unlawful, fraudulent, or intentionally misleading purpose or effect; transmit or cause the transmission of any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation; transmit material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; transmit data, send, introduce, or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware, corrupted files, or any other harmful programs or similar computer code

designed to adversely impact the operation of any computer software or hardware; attack the Course via a denial-of-service attack or a distributed denial-of service attack; or use language that is hateful or discriminatory language based on race, color, sex, sexual orientation, religion, nationality, ethnicity, marital status, disability, age or is otherwise objectionable.

Refunds

If course fees apply, no ownership of course materials are implied or assigned upon receipt of fees. It is your responsibility to understand course refund policies (if applicable) detailed in the Learner Handbook.

Availability

You understand that from time to time the Course may be unavailable. We make no representations as to the availability of the Course.

Waivers of Liability and Assumption of Risk

You knowingly and voluntarily assume the risks of any procedures or other activities that may be performed during training with Nasium Training (including but not limited to being exposed to radiation, needlesticks, and other potentially dangerous conditions) and give your permission to allow other learners and/or trainers of training sessions to perform such procedures upon you. You acknowledge that Nasium Training does not test learners, trainers, or others involved in training for any disease or infection prior to, during, or subsequent to their participation in training. You waive, release, and forever discharge Nasium Training, its trainers, and its authorized agents acting within the scope of their agency from all liability, claims, or causes of action that you accrue for any illness or injury caused by, exacerbated by, or arising out of the performance of such procedures on you or out of the administration of the training. The liability, claims, or causes of action you are waiving include liability, claims, or causes of action that arise from the negligence of Nasium Training or its trainers, or other trainees. You acknowledge that you are responsible for obtaining and paying for your own health insurance and healthcare. You further acknowledge that Nasium Training has no obligation to provide health insurance to you or to pay for healthcare on your behalf, whether or not the need for healthcare arises from your participation in the training. You have read this Waiver of Liability and Assumption of Risks, and accept and agree to its terms voluntarily and without duress. You do so intending to bind yourself, your executor, heirs, administrators, and assigns.

We do not assume any liability of any kind for content uploaded or submitted by you or by third-party users of the Course ("User Materials"). In general, we do not screen, monitor, approve, or edit User Materials. However, we and our partners have the unilateral right to remove any User Materials that, in our or our partners' judgment, does not comply with these Terms of Use and any other rules of user conduct for this Course, or is otherwise harmful, objectionable, or inaccurate, though we are not responsible for any failure or delay in removing such User Materials. You hereby waive any claim against us arising out of such removal of User Materials.

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Users who violate this section of these Terms of Use may incur criminal or civil liability. You agree that we may at any time, and at our sole discretion, terminate your account without prior notice to you if we have reason to believe that you have violated or may attempt to violate these Terms of Use. In addition, you acknowledge that we will cooperate fully with investigations of systems or network security violations, including law enforcement authorities in investigating suspected criminal violations.

Third-party websites and links

This Course may contain (i) links to other Courses or websites on the internet; or (ii) content, data, documents, software, materials, and/or services provided by other parties (collectively, "Third Party Materials") that may offend some people. These Third Party Materials are not under our control and we are not responsible for the Third Party Materials in any way, nor are we claiming or implying any endorsement of, or association with, the Third Party Materials or their creators.

Privacy

To access the materials on this Course, you are required to create and use your unique account and password as prompted when completing our online registration form, which requests certain information and data ("Data"), and maintaining and updating your data as required. You agree that all information you provide as Data (i) is your own personal information; and (ii) is true and accurate, and that you will maintain and update this data as needed in order to keep it current, complete, and accurate at all times.

The information we obtain through your use of this Course, including your data, is subject to our [Privacy Policy](#) which is incorporated by reference into these Terms of Use. By using the Course, you also grant us the right to disclose your data to third parties to provide the services associated with the Course. We, our partners, and certain third parties may use the data in aggregate form for certain business purposes; *e.g.* To create other materials and offerings by performing statistical analyses of the collective characteristics and behavior of all users, and/or by measuring demographics and interests regarding specific areas of the Course. By registering on the website hosting the Course, you authorize us to use the email address provided as a reliable method for communicating to (a) participate effectively in the Courses you are registered for and/or (b) be contacted through the use of the Course. You acknowledge that you can request a cancellation of registration from an active course by contacting support@nasiumtraining.com.

Disclaimer of Warranties

THIS SITE AND ALL MATERIALS ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE COURSE WILL MEET YOUR REQUIREMENTS, (II) THE SITE OR COURSE OR ACCESS TO IT WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COURSE WILL BE EFFECTIVE, ERROR-FREE, ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF THE COURSE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES OR DEFECTS.

WE MAY MAKE CHANGES TO THE COURSE AT ANY TIME WITHOUT NOTICE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OF USE (INCLUDING ANY BREACH OF SECURITY OR DATA LOSS) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOSS OR INACCURACY OF DATA OR DOCUMENTS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. IN NO EVENT SHALL OUR LIABILITY TO YOU OR TO ANY THIRD PARTY EXCEED THE AMOUNT YOU PAID TO US FOR YOUR USE OF THE SITE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. YOU AGREE THAT THE FOREGOING LIMITATION IS A NECESSARY REQUIREMENT FOR US TO BE ABLE TO MAKE THE SITE AVAILABLE TO YOU.

IN ADDITION, WE ARE NOT LIABLE IN ANY WAY FOR THIRD PARTY MATERIALS OFFERED THROUGH THIS SITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You shall indemnify, defend and hold us and our employees, officers, directors, shareholders and agents harmless for any and all losses, costs, disputes, demands, claims and liabilities (including reasonable attorneys' fees) arising out of or incurred due to: (i) your breach of these Terms of Use; (ii) your use or misuse of the Course; (iii) your violation of any law or the rights of any third party; (iv) actions or inactions of other users of the Course; or (v) your use of third-party websites.

Governing Law and Venue

Florida law governs all disputes or controversies arising under or relating to these Terms of Use, the Course, Courses, or their subject matter, without regard to its choice of laws principles. Any claim or dispute either of us may have against the other that is not subject to arbitration must be brought before and resolved by a court located in Tampa, Florida. We both agree to submit to the personal jurisdiction

of the federal and state courts located within Hillsborough County, Florida for the purpose of litigating all such claims or disputes that are not subject to arbitration.

Notices and Contact Information

All notices to a party shall be in writing and shall be made either via email, mail, or courier. Notices to us must be sent to the contact details below. Notices to you may be sent to the address supplied by you as part of your Data. In addition, we may post notices on the Course to inform you of changes to the Course or other matters, and such publications shall constitute notice to you at the time of posting.

Nasium Training
Attn: Legal
9309 N. Florida Ave
Tampa, FL 33612
Email: Legal@nasiumtraining.com

International Use

Although this Course may be accessible worldwide, we do not represent that material in this Course is appropriate or available for use in your jurisdiction, and accessing them from territories where their contents are illegal may be prohibited. Those who choose to access this Course from other locations do so on their own initiative and are responsible for compliance with local laws and we make no representations about compliance with such local laws. Any offer for any product, service, and/or information made in connection with this Course is void where prohibited.

Relationship of the parties

No joint venture, partnership, employment, or agency relationship exists between us and you as a result of these Terms of Use or use of the Course.

Waiver

The failure of either party to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Any and all rights not expressly granted herein are reserved by us.

Severability

In the event any provision of these Terms of Use is held invalid or unenforceable, the remaining portions shall continue in full force and effect.

Entire Agreement

These Terms of Use (including any rules, policies, and other documents incorporated by reference) constitute the entire agreement and understanding between us concerning the subject matter of these Terms of Use. You may not alter, supplement, or amend these Terms of Use in any way. Any attempt to alter, supplement, or amend this document shall be null and void.

Modifications of Courses and these Terms of Use

We reserve the right, in our sole discretion, to discontinue, change, improve, or correct our Courses. We may also decide to discontinue any Course or any part thereof at any time at our sole discretion. You are responsible for regularly reviewing our Terms of Use and other applicable terms and notices. Continued access and use of our Courses shall constitute your consent to such changes as of the “last revised” above, but we will comply with any requirements to provide prior notice and/or seek your agreement before modifying these Terms of Use where legally required.

Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages of the Course or site, which may be posted from time to time. Your continued use of the Course or site after any such changes and/or postings shall constitute your consent to such changes.