

Terms and Conditions

These terms and conditions apply to Services provided by **Prevention Solutions@EDC**, principally located at Educational Development Center, Inc., 43 Foundry Avenue, Waltham, Massachusetts, 02753, USA (referred to as “Prevention Solutions” or “we” or “us”).

You may contact us on preventionsolutions@edc.org and/or 617-618-2808.

These terms and conditions and apply to the sale of any Online Service, including online courses, webinars, communities of practice, trainings of trainers, and roundtables. Please read these terms and conditions carefully before purchasing an online course and/or virtual event and print a copy for your records.

In purchasing Online Services through the Prevention Solutions@EDC Training Portal, you shall be bound by the terms of this agreement. If you do not agree to these terms and conditions, you must cease to continue to purchase any Online Services from us.

1. Definitions

“Client” refers to any individual accessing and/or participating in a Prevention Solutions@EDC online service.

“Confidential Information” includes all information provided by one party to the other in written, graphic, recorded, machine-readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” includes all information provided by Prevention Solutions@EDC as part of the online service, whether provided electronically or in hard copy form.

“Fees” describes the fees paid by the Client to Prevention Solutions@EDC for the Online Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” describes a fixed set of materials delivered virtually to support users in achieving a specific set of objectives. An online course can be self-paced or moderated.

“Online Services” includes online courses, webinars, communities of practice, trainings of trainers, and roundtables, as well as the Course Materials these services comprise.

“Website” refers to the Prevention Solutions@EDC Online Training Portal: psonline.edc.org.

2. Online Services

2.1. A description of each Online Service, including the length of time clients will have access to the Course Materials, is provided on the Details page of our Website. We will provide all Online Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw without notice any of the Online Services described on the Website.

2.3 We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Online Services.

3. Ordering Services

3.1. To purchase an Online Services, you must create an account with us via the Website. If you already have an account with us, you can log into your account using your user name and password.

3.2. When you place an order for an Online Service you are offering to purchase the Online Service on these terms and conditions. Prevention Solutions@EDC reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. A legally binding agreement between us and you shall come into existence when we have: (a) accepted your offer to purchase Online Services from us by sending you an email confirming the purchase; and (b) received payment of the relevant Fees from you in accordance with clause 5 below.

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted/confirmed the Online Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.3 above, then you are **permitted within 72 hours starting** from the time of purchase to cancel your purchase of the Online Services and this Agreement.

4.2. If you have purchased and already accessed and/or downloaded all or part of the Course Materials, you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1, there is no other right to cancel or vary your purchase of Online Services. Any other cancellation and/or variation of course dates will be at the discretion of Prevention Solutions@EDC.

5. Fees

5.1. The Fees for the Online Services shall be as set out on the Website at the time of purchase.

5.2. Unless otherwise specified at the time of purchase, the Fees are exclusive of a Value Added Tax (VAT) or other local taxes, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to you. Each of these costs will be set out in the Website prior to your purchase of the Services.

5.3. Save where specifically stated otherwise on the Website, all Fees shall be exclusive of any amounts payable to any professional body for registration and examination entry. These are payable by you directly to the relevant professional body or examination board and we accept no responsibility or liability for your failure to book your exam with the relevant professional body or examination.

5.4. Fees for the Service selected by you shall be debited from your credit/debit card at the time of purchase. Fees must be paid in full prior to you accessing any Online Service.

5.5. Any fees charged by your debit/credit card provider in connection with your purchase of Services are for your own account and Prevention Solutions@EDC shall not be responsible for these.

5.6. You and/or the Client shall be responsible for all costs you incur in connection with your participation in any Online Service.

6. Liability

6.1. Although Prevention Solutions@EDC aims to provide the Online Services to the highest standards of the industry, neither it nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.2. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Online Services. Subject to clause 6.4 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.3. Subject to clause 6.4 below, Prevention Solutions@EDC's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Online Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Service in relation to which a dispute has arisen.

6.4. Nothing in this Agreement shall exclude or limit Prevention Solutions@EDC's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under U.S. law may not be limited or excluded.

6.5. No claim may be brought more than six months after the last date on which the Online Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights for the Online Services are and remain the intellectual property of Prevention Solutions@EDC or its licensors, whether or not adapted, written for or customized.

7.2. You and/or the Client are not authorized to:

- (i) Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials controlled or owned by Prevention Solutions@EDC without prior written permission;

(ii) Record on video or audio tape, relay by videophone or other means Online Services

(iii) Use the Course Materials controlled or owned by Prevention Solutions@EDC in the provision of any other course or training whether given by us or any third party trainer;

(iv) Remove any copyright or other notice of Prevention Solutions@EDC on the Course Materials;

(v) Modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Service.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you and/or the Client:

- fail to pay when due your Fees;
- act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Prevention Solutions@EDC, any moderator or facilitator who leads the Online Services, or any fellow course or service participant.;
- are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Online Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the applicable Course-Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Prevention Solutions@EDC shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the instructor/trainer's family, illness of the trainer, Government edict or regulation.

13. Data Protection

13.1. The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Online Services you agree to this Use.

13.2. When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Online Services you have purchased and otherwise as required during the normal provision of the course.

13.3. We may also use the above Data, and similar Data you provide us, in response to surveys, to aggregate user profiles, and provide you with communications through, for instance, the

Prevention Solutions@EDC mailing list. We will not pass any personal data onto anyone outside of Education Development Center, Inc. and its lawful assignees.

13.4. To enable us to monitor and improve our Online Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

13.5. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our Online Services, assist with the provision of Online Services, and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

13.6. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

13.7. Prevention Solutions@EDC endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

13.8. If you wish to change or update the Data we hold about you, please e-mail preventionsolutions@edc.org and/or 617-618-2808.

14. Law and Jurisdiction

This Agreement is subject to U.S. law and the parties submit to the exclusive jurisdiction of the Commonwealth of Massachusetts in connection with any dispute hereunder.

15. Notices

You can contact us by any of the following methods:

Email: preventionsolutions@edc.org

Post: Prevention Solutions @ EDC, Education Development Center, Inc., 43 Foundry Avenue, Waltham, MA 02453

Telephone: 617-618-2808