NC3 TRAIN-THE-TRAINER TERMS AND CONDITIONS

- I. PAYMENT: Upon registration, you will receive an online invoice within 7-10 days. Please pay your invoice directly online using the link provided on the invoice or send payment to NC3, P.O. Box 580802, Pleasant Prairie, WI, 53158. Checks should be made payable to "NC3." If you have any payment questions, please contact Charlene Niewerth at <u>accounting@nc3.net</u>. Payment is due 30 days prior to the event or_immediately if registering within 30 days of the event. Payment is non-refundable if cancellations are made within 30 days of the event.
- II. WAITLIST: Once a class reaches capacity, registrants will be moved to the waitlist. Classes that are waitlisted will be clearly labeled on the event page. Once a registrant is on the waitlist, they will remain on standby until a seat opens in the class. During this time, registrants should not assume they have been accepted in a class until directly told so by an NC3 representative. The final call on admittance will be made two weeks prior to the event. Registrants will be added to their respective class(es) in the order that they were placed on the waitlist. Individuals on the waitlist can check in at any time to find out their position on the list. For the Lincoln Electric program, any schools with more than 2 instructors registered for a class will automatically have their third instructor waitlisted, regardless of class capacity.
- III. MEDIA RELEASE: By registering for Train-the-Trainer, you hereby consent to participating in interviews, the use of quotes, and the taking of photographs, movies or videotapes on behalf of the individual who registered for National Coalition of Certification Centers (NC3) Trainthe-Trainer. You also grant NC3 the right to edit, use, and reuse said products for nonprofit purposes, including but not limited to use in print, on the internet, and all other forms of media.
- IV. PRICING AND ERRORS: Registrants must register for the training and will not be guaranteed a seat in the class if they fail to register. If the amount you pay for your registration is incorrect, regardless of whether this is because of an error in a price posted on the website or otherwise communicated to you, or you are able to register for a class that wasn't supposed to be released for sale, then NC3 will have the right to cancel the registration and refund the amount that you paid. This will apply regardless of whether it's due to human error or technical error. If you feel there has been a mistake when invoiced, please contact accounting@nc3.net.

- V. **CERTIFICATION & MEMBERSHIP REQUIREMENTS:** Registrants are expected to complete online and competency-based hands-on assessments and course work as part of the event. Credentials and certificates are awarded only on satisfactorily and successful completion of required assessments. NC3 makes no guarantee either expressed or implied that the registrant will receive any certificate, credential and/or professional development hours for attending and/or paying for the event. NC3 will not offer refunds or credits towards future training in the event that a registrant fails to complete the required assessments and/or coursework. If a program requires membership, all schools including dual credit, secondary, and post-secondary relationships as well as multiple campuses, must have their own membership or request an addendum to an existing membership prior to accessing instructor curriculum.
- VII. ORDER CONFIRMATION: If you have not received confirmation of your registration in the form of an email to the address you registered with after submitting your registration, or if you receive an error message/service interruption while registering, it is your responsibility to confirm with NC3 (<u>Haley.Lechner@nc3.net</u>) whether or not your registration was successful. Only you may be aware of problems that occurred during your registration process, and NC3 will not be responsible for any losses if you assume that an order was placed even though you failed to receive confirmation.
- VIII. **CANCELLATION OF REGISTRATION**: If the registrant needs to cancel their registration, the request must be made 30 days prior to the event. If the request is made within the 30 days of the event, the registrant will receive a credit to attend another training in the future.
- IX. EVENT CANCELLATION / POSTPONEMENT: NC3 reserves the right to cancel or postpone an event due to low enrollment, natural disasters and/or any other circumstance(s) which would make the event nonviable. If NC3 cancels an event, registrants will have the option to either transfer registration to a later training or receive a refund. If an event is canceled, the attendees will be notified via the contact information they provided in their registration form.
- X. ACCEPTING RISK OF PUBLIC EXPOSURE: You acknowledge an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending Train-the-Trainer, you as an attendee voluntarily assume all risks related to exposure to COVID-19 and agree not to hold NC3 or any of their affiliates, employees, contractors, or industry partners liable for any illness or injury.

X. MUTUAL INDEMNIFICATION / LIMITATION OF LIABILITY: Each

- Party shall indemnify, defend and hold harmless the other Party, its Affiliates, their respective directors, officers, employees and industry partners (each, an "Indemnified Party"), and other attendees from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs and/or expenses to the extent relating to a Third Party claim, action or demand (any of the foregoing, a "Loss") arising out of or resulting from: (i) injury to any employee, customer, invitee, visitor or other person to the extent caused by the conduct of the indemnitor, its Affiliates or their respective agents, employees or contractors; (ii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by conduct of the indemnitor, its Affiliates or their respective agents, employees or contractors; and (iii) any violation of law by the indemnitor, its Affiliates or their respective agents, employees or contractors, whether before, on, or after the event date.
- XI. **CHANGES TO THESE TERMS**: We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our page.

CONTACT US:

If you have any questions about these Terms of Use regarding Train-the-Trainer, please contact:

Haley Lechner <u>Haley.lechner@nc3.net</u> 920.970.6687