

Terms and Conditions

Welcome to this NASM or AFAA website (“Site(s)”), which are owned and operated by the Assessment Technologies Institute, LLC, through its division located at 1750 E. Northrop Blvd., Suite 200, Chandler, AZ, 85286, USA (the “Company”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND THE COMPANY, AND GOVERNS YOUR ACCESS TO AND USE OF THIS WEBSITE AND THE PRODUCTS, SERVICES, MATERIALS, COURSES, AND ASSESSMENT (REFERRED TO HEREIN AS “PRODUCTS AND/OR SERVICES”) OFFERED ON THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE OR BY ORDERING THE PRODUCTS AND SERVICES OFFERED HERE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

GETTING STARTED

By purchasing any Products or Services or registering for an account, examination, course, or membership with or through this Site, you are legally bound to the following terms and conditions. Prices, terms and offerings on the Sites are subject to change at any time without notice.

Eligibility

In order to participate in workshops or other live events or to sit for a certification examination:

- You must possess a high school diploma or the equivalent, such as the General Education Development (GED) test (for more detailed information, please see the Candidate Handbook); and
- You must obtain and maintain 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 Member Services to confirm that any other provider has been approved and please note that online providers are not acceptable). All CPR/AED courses must have a hands-on training component.

Candidates for an Advanced Specialization (PES or CES) must hold either a bachelor's degree in a health and fitness field or have a current NCCA accredited CPT certification. Candidates may also petition for advanced specialization eligibility if they hold a bachelor's degree in a field other than health and fitness and they have extensive health and fitness industry experience.

Candidate Handbooks.

In addition to these Terms and Conditions, (a) candidates for the NASM Certified Personal Trainer ("NASM-CPT"), CPT Certified Professionals, and those who take or have taken NASM Advanced Specializations and (b) candidates for AFAA Certified Group Fitness Instructor (AFAA-CGFI) certification and CGFI Certified Professionals are subject to the policies and procedures set forth in the relevant Candidate Handbook. ***Before purchasing any of these***

products or before the Return Period expiration, you should review the Candidate Handbook that is relevant to you.

In the Candidate Handbooks, you will find essential information about policies and procedures for CPT/CGFI candidates, CPT/CGFI Certified, as well as important information about registering for a certification examination, special programs offered for candidates, information about guarantees, continuing education and recertification requirements for Certified Professionals, and other terms and conditions. *All Candidates and Certified Professionals are required to review the Candidate Handbook related to their field (either the NASM Candidate Handbook for CPT or the AFAA Candidate Handbook for CGFI) prior to examination and recertification.*

Your Account

In creating an account with NASM or AFAA ("Account"), you will be required to provide certain information. Upon establishing an Account with the Company, you will be provided with a username, access code or product code. ***When establishing your Account, you agree to:***

- Provide complete and accurate information to the Company and to permit the Company to store and use your registration data for use in maintaining your account and as provided in the Privacy Policy.
- You agree to protect your username and password, as well as any access codes and product codes provided by the Company, and not share them with others or permit any unauthorized use of the Products and Services.
- You certify and represent that you will be the person using the Products and Services for which you have registered and that any attestations which you are required to complete in connection with the foregoing will be completed only by you.

Purchases made under your account are nontransferable.

Exam Registration

Along with establishing your account, you may be required to separately register for an examination date, depending on the products you select. The Company recommends that examination candidates register for their exam at least sixty (60) days prior to an anticipated examination date to better able to select his/her preferred date and to allow time for receipt of materials and self-study. All examination registrations, including registrations from bulk purchases, are nontransferable.

PRODUCT AND SERVICES TERMS

Purchasing Options; Payments

These Terms and Conditions apply to all purchases unless specifically modified by contract agreement. All fees are expressed in U.S. dollars. Most products and services are sold on a direct to consumer basis. Full payment is typically made at the time of sale.

Purchasing Options

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 reviews 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 28 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. In order 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 28 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. For orders placed from outside the United States and when paying by

installments (not available for all Products and Services), the only accepted forms of payment are by credit card or debit card. 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. When paying by installment (not available for all Products and Services), the terms and conditions of the Retail Installment Contract (RIC) which will be executed by you and the Company will apply and govern. Please note that the RIC may include terms that are inconsistent with this policy but, in all such cases, the terms of the RIC will supersede the terms set forth herein. In order to enter into and maintain an installment plan, a valid form of payment must be provided to the Company and, should the payment form subsequently be cancelled, you must immediately provide another valid form of payment to the Company. Cancellation of a payment form does not excuse you from your obligations under the RIC. Nonpayment will jeopardize your access to Company products and services, your certification status and your ability to recertify.

Fitness and Education Partnerships. Customized packages are available for educational institutions and health clubs that meet certain criteria. Pricing is based on volume and level of commitment. If, pursuant to the agreement between the Company and the partner, a customized package does not require upfront payment in full, failure by the partner to make complete and timely payments will result in the partner's account being placed on hold and a suspension of access to the Company's products and services for the partner's students or employees until full payment of the then due amount, plus any fees, is received, processed and approved. Please contact a Sales Associate for more details.

Refund Policy

This policy is applicable to all Products and Services, including continuing education. **Please note** that any previously published policies concerning returns, refunds or cancellation have been replaced by the policies stated herein and all such earlier policies are no longer applicable.

To obtain a refund, the following conditions and rules apply:

- **All sales are final twenty-eight (28) days** after the date of purchase (the "Return Period"). In other words, as of the 29th day following the date of purchase, the Company will not provide refunds or accept returns.
 - **Please note:**
 - NASM offers a 14-day free trial of its NASM-CPT program. The free trial offers buyers an opportunity to preview the product before purchase.
 - Typically, access to online products is available immediately following purchase, but may take up to two days to be activated.

- It is not necessary to wait for shipped products to be delivered – you can start your online program without the textbook. Shipped products typically ship within two days of purchase.
- You must contact the Member Services department 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 non-refundable: Shipping and/or Handling, Application, Administration, Test Extension, Late Cancellation, Retest, Workshop Transfer, Program Extension, Petition, Recertification, and Recertification Late Fees.
- Refunds are available only for the Product Price, and then only for the portion of the Product Price that has been paid to the Company at the time of the refund request. In other words, if you are making installment payments and you timely seek a refund, the maximum refund would be the amount you had paid to date (excluding any amount paid for Standard Fees), minus the 10% administration fee applied to all refunds.
- 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 Member Services department within the Return Period.
- All refunds are issued in the same form as the original payment, except if you elected an installment plan. For example, if a credit card was used for the original full-payment purchase, the refund will be made back to that credit card. Alternatively, if you elected to use an installment plan, the refund will be made to the form of payment you used to make you most recent installment plan payment. Please note, however, that if the rules of the credit card company do not permit a refund be issued to the card (typically because the date of the original transaction is outside the credit card company’s permitted refund period), the Company instead will issue a check.

Refunds for Guarantee Programs. Candidates for the NASM-CPT optionally may purchase a package that includes the Exam Prep Guarantee and candidates for the NASM-CPT and the AFAA-CGFI may purchase a Job Guarantee programs (to learn more, please consult the Candidate Handbook). The 10% administration fee will not be applied to guarantee refunds. The guarantee refund will be issued in the same form as your original payment except, if you are making installment payments, the guarantee refund will first be applied to the outstanding balance of your installment plan, if any, and any remaining guarantee refund monies will be returned to you in the same form you used to make you most recent payment on the installment plan.

Workshops or Other Live Events

The purpose of a workshop is to provide participants with a live, practical application of the subject matter. Participation in a workshop is not required and does not guarantee improved performance on the exam.

Registration

- You are responsible for scheduling your own workshop within at least one week prior to the desired date using the registration invitation received after purchase.
- Only those participants who are enrolled in a workshop through the scheduling portal may attend the workshop.
- Participants are responsible for their own travel and hotel accommodations.

Workshop Policy

- If a workshop offers Continuing Education Units ("CEUs"), the CEUs are only awarded to attendees (a) who already hold a current certification and (b) who attend the entire workshop.
- Multi-day workshops days must be taken concurrently and no refunds or CEUs will be awarded for incomplete attendance.
- The purchase of a workshop expires 18 months from date of purchase.
- You may request to cancel or reschedule your workshop registration by contacting the Member Services Department at least seven (7) days before the date of the scheduled workshop (excluding the date of the workshop) at no additional charge.
- The Company, in its sole discretion, may allow an exchange outside the seven (7) day period when it deems the circumstances warrant an exception. You will be required to pay the Late Workshop Transfer Fee.
- Failure to attend a workshop will result in the forfeiture of the cost of the workshop. A replacement workshop will be charged at full price.
- Under no circumstances, will a return for refund or an exchange be made if sought on or after the date of the scheduled workshop.

Cancellation of a Workshop or other Live Event

In the event that the Company cancels a workshop or other live event, you will be notified as soon as practical under the circumstances using the contact information you provided at time of registration. In such case, you will be entitled to a full refund, less any merchandise you may choose to keep and any standard fees associated with the merchandise you choose to keep.

Under no circumstances will the Company be liable for reimbursement of expenses incurred by you, if the Company notifies you or makes reasonable effort in good faith to notify you prior to the date of the workshop or live event. Before incurring additional expenses, you should verify the event at: <http://www.nasm.org> or <http://www.afaa.com>.

Notwithstanding the foregoing, if the Company cancels or postpones a workshop or live event due to inclement weather, force of nature or any act of God, the Company reserves the right to reschedule another, similar workshop or event at a convenient venue to the original location, within twelve (12) months from the date of such cancellation or postponement and, in such circumstances, no refund will be due and the Company will not be liable for any consequential loss resulting from such cancellation or postponement.

NASM Advanced Specializations

Please note that NASM offers both Advanced Specializations and Specializations. This section concerns only the Advanced Specialization which are the Performance Enhancement Specialization (PES) and the Corrective Exercise Specialization (CES).

Candidates for an Advanced Specialization must hold either a bachelor's degree in a health and fitness field or have a current NCCA accredited CPT certification. You may also petition for eligibility with a bachelor's degree in field other than health and fitness if they have extensive health and fitness industry experience.

You must be current on any financial obligations you have with the Company, including any payment plans or outstanding fees for prior purchases, to be eligible for an Advanced Specialization. Additionally, the exam registration and any applicable fees must be paid in full before you are eligible to take an Advanced Specialization exam.

The exam for an Advanced Specialization must be completed within one year (365 days) of the original purchase date. If you do not take your test within the one-year period, you may still schedule your exam at any time after your testing period has expired but you will be subject to a Test Extension Fee. Advanced specialization credentials do not expire and do not require renewal.

Advance Specializations Retest Policy. If you do not successfully pass your Advanced Specialization exam, you may contact NASM one or more business days after the date on which you took the exam to purchase a retest. You will have 365 days from the retest purchase date to take the exam.

AFAA Programs and Continuing Education Requirements

The Certified Group Fitness Instructor (an accredited certification) and the Primary Group Exercise Instructor and Personal Fitness Trainer (credentialing programs) each require the completion of a prescribed learning program and passing of an examination within a designated enrollment period. The Certified Group Fitness Instructor certification exam must be completed within 180 days of your registration date. The Personal Fitness Trainer and Primary Group Exercise exams must be completed within one (1) year of your registration date.

Your certification or credentials must be renewed every two years. In order to recertify or renew your credentials, you must earn at least 15 approved hours of continuing education (1.5 CEUs) and at least 2 hours (0.2 CEUs) must be from AFAA continuing education courses. You can

select to earn your remaining CEUs by taking additional AFAA courses or courses offered by AFAA-approved providers. If you take coursework that is not pre-approved, you must fill out a petition application for AFAA's review and, at AFAA's sole discretion, approval of the course. If approved, AFAA will determine the number of CEUs to award for the course. Your CPR/AED certification must be current in order to recertify or renew.

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 using the form available <https://www.afa.com/exam-information>.

GENERAL TERMS

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 Shipping

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.

Confidentiality

Except as permitted by this Agreement, the Company's Privacy Policy posted on this Site and any opt-in elections you have made, no Company employees, committees or panels shall divulge confidential information about you without your express written consent, except that certification status, once earned, will be made available to the public as required by the Company's accreditor or state law. Confidential information consists of your application status, your raw certification examination scores, your phone number(s), your email address(es), and your residential address(es). You acknowledge and agree that the Company may de-identify and aggregate your learning data, as kept within its online products, your examination scores and your product usage data with the same data of others and to use that aggregated data as the Company deems appropriate. You acknowledge and agree that your certification status is not confidential

information and that the Company may disclose your current certification status, including expiration dates, to third parties. Please reference the [Privacy Policy](#) on this Site for more information about the protection and use of data.

Nondiscrimination Policy

NASM and AFAA do not discriminate against any individual because of age, disability, gender, national origin, race, religion, sexual orientation, veteran status or any other protected class. NASM and AFAA endorse and adhere to the principles of equal opportunity.

License Terms

Products and services made available to you by the Company are licensed, 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. Your license to use Company's products and services is subject to your prior acceptance of this Agreement and you agree that these terms will apply to each Company's product and service, including any updates or enhancements thereto. 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 not to copy, modify, rent, lease, loan, sublicense, sell, distribute, disassemble, decompile, reverse engineer, or create any derivative works or translations of or based on the Company's products and services (except as and only to the extent that the foregoing restrictions is not permitted under applicable law or to the extent permitted by the license terms of any open-source components included with the Company's products and services). 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.

Intellectual Property

You understand and agree that the Company's products and services constitute intellectual property and proprietary material that is owned by the Company, its affiliates, or its licensors and is protected under intellectual property laws in the United States and other countries, which includes, but is not limited to, copyright. All rights not expressly granted to you under this Agreement are reserved by the Company and its licensors. The Company names and acronyms, including NASM® and AFAA®, and other Company trademarks, service marks, graphics, and logos used in connection with the Company's products and services are trademarks or registered

trademarks of the Company in the United States and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Company's products and services may be the trademarks of their respective owners. The Company and its licensors do not grant to you any right or license in connection with any of the foregoing trademarks, service marks, graphics, or logos.

You agree to abide by all copyright notices and restrictions contained on this or any website of the Company, on the Company's products and services and in accordance with this Agreement. You may not copy, distribute, enter into a database, display, perform, create derivative works, translate, or transmit any content contained in the Company's products or services, except that you may download one copy of any Company materials accessible online so long as you comply with the terms of this Agreement. All Company products and services are provided for your own personal, non-commercial use. You may not alter the text or remove any trademark or other notice displayed on the Company's products or services. All rights are reserved.

The Company's logos, trademarks, and servicemarks (together, "Marks"), are owned by the Company. You may not use the Marks without the prior written approval of the Company.

No Resale

The Company's products and services are not provided for redistribution or resale under this Agreement.

Compliance with Laws; Export

You agree to comply with all applicable federal, state, and local laws, including without limitation, all applicable laws in the jurisdiction where you reside, in your use of the Company's products or services. You will not use the Company's products or services in any way that is prohibited by U.S. law or that would violate U.S. export regulations. You may not use or otherwise export or re-export the Company's products or services except as is permitted under U.S. laws and the laws of the jurisdiction where you reside. Neither the Company's products nor its services may be exported into any U.S. embargoed countries or to anyone on the U.S. Government's list of specially designated nationals or denied persons or entities. You warrant that you are not located in any such country or on any such list.

Government Use

The Company's products and services were developed using private funds and are "Commercial Items" as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government solely as Commercial Items and only with those restricted rights granted to all other end-users pursuant to the terms of this Agreement. Unpublished-rights reserved under the copyright laws of the United States.

Use of Links

The Company may include material from third parties or include links to third party websites in its products and services. Such material is provided as a convenience to you and the Company assumes no liability or responsibility for such third party materials or websites. Please note that these third party websites may have privacy policies that differ from those of the Company and the Company encourages you to carefully read those policies. The Company's Privacy Policy applies only to information collected by this or other Company websites.

Disclaimer of Warranties

THE COMPANY'S PRODUCTS AND SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ALL PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, 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 EXPRESSLY AGREE THAT your use of, or your inability to use, the Company's products or services is at your sole risk. The Company does not warrant for the accuracy or completeness of any information, text, graphic, links or other items contained within the Company's products or services or for any errors, omissions, or any outcomes related to your use of the Company's products and services. The Company takes precautions to protect itself against, but makes no warranties respecting, any harm that may be caused by the transmission of a computer virus, worm or other system or network infection or attack. The Company does not guarantee that your use of the Company's products or services will be error-free or uninterrupted.

Disclaimer: No Provision of Professional Advice; No Guarantee

The Company, its licensors and contributors are not engaged in rendering medical, legal or other professional advice or 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. Except as specifically stated in the Candidate Handbooks, the Company does not guarantee that the use of any of its CPT and/or CGFI study or preparation materials or tools

guarantees success on the certification exam or of future employment. Use of the Company's CPT and/or CGFI study or preparation materials or tools is not required to sit for the certification examination.

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 non-employees 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

IN NO EVENT WILL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS DISRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR ANY LOSS OR DAMAGE OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In no event shall the Company's total liability to you for all damages exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

Indemnification

By using the Company's products and services and this Site, you accept this Agreement and you agree that you will indemnify and hold the Company and its parent companies and affiliated entities, its and their respective directors, officers, employees, agents, contractors, principals, and its licensors and suppliers and their respective parent companies, affiliated entities, directors, officers, employees and agents harmless in connection with any claim arising out of your breach of the terms of this Agreement, your use of the Company's products and services, or any action taken by the Company to protect its intellectual property, including, but not limited to, suspension or termination of your access to the Company's products and services.

Miscellaneous

The Company reserves the right to update and modify these Terms and Conditions without advance notice to you and such changes will be effective immediately when posted on this site and will govern your continued use of the Company's products and services.

If you are current on all financial obligations to the Company, your access to Company products or services typically will expire 180 days from the initial purchase date (provided the version of the purchased Company products or services is still available) unless you purchase a program extension. This period may vary if your access is through a NASM Academic Partner, in which case access is typically aligned with your school's program start and end dates. The Company reserves the right to disable access to its products and services temporarily, until all late payments and fees have been made, and permanently for default on payment obligations. The access period described here will not be extended to make up any time lost due to a period of disabled access.

This Agreement is governed by the laws of the State of Kansas, U.S.A., without giving effect to its conflict of law provision. Exclusive jurisdiction for any claim arising out of this Agreement will be in the courts of the State of Kansas, U.S.A. The parties each waive any rights to a jury trial for any claim or cause of action arising out of this Agreement. No Company employee or representative has any right or authority to modify, whether orally or in writing, the terms of this Agreement, unless such modification is in a written agreement signed by an authorized representative of each party.

This Agreement is the entire and exclusive agreement between the Company and you regarding your use of the Company's products and services and replaces any prior agreements between you and the Company regarding the subject matter herein. If any part of this Agreement is determined to be invalid or unenforceable, the remaining portions shall remain in full force and effect. The Company's failure to enforce any right under this Agreement will not constitute a waiver of such right or of any other right under this Agreement. The Company is not responsible for failing to fulfill its obligations hereunder for reasons that are outside of the Company's control. This Agreement, and the license rights granted herein, are not assignable by you and any attempt to do so is of no force and effect.

The Company reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that the Company has the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as the Company believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to the Company's right to cooperate with any legal process relating to your use of the Company's products or services, and/or a third-party claim that your use of the products or services is unlawful and/or infringes such third party's rights).

PRIVACY STATEMENT; TERMS AND CONDITIONS

Your use of the Company's products and services is subject to the Company's [Privacy Policy](#) found on this Site and these Terms and Conditions.

Last updated September 2017