

Agr International, Inc. – Terms of Use

These Terms of Use apply to Agr International, Inc. (“Company”), who provides access to on-line resources (“Sites”), either for free or for purchase, from which they provide training services (“Services”) using an assortment of tools (“Training Materials”). **By using Sites & Services, you agree to these Terms of Use. Please read them carefully.**

APPLICABILITY

By accessing and browsing the Company’s Sites, as well as any connected websites operated by Company or authorized third party, you accept, without limitation or qualification, these Terms of Use and all applicable laws governing them.

By registering for Services, consent is given for application details to be used by Company or provided to a third party who is involved in the providing of Services. Such third party may have policies which apply to use of their services and you are required to adhere to such policies.

Company also reserves the right to change these Terms of Use from time to time, and your continued use of these Sites and Services constitute your acceptance of and agreement with any such changes.

LIMITATIONS

Company intends to provide training courses, webinars, videos, articles, news, general information, tests, surveys, and other information on Sites and related sites, including Services and Training Materials. Services and Training Materials are intended to be viewed by the Registrant only.

You may not, and these Terms of Use do not give you permission to, record, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to Sites, Services, Training Materials or any content, information or functionality contained therein.

Registrant will keep all Training Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal Training Materials or their contents, to any other person or entity - whether during the live broadcast or during or after the authorized access recording.

No printing of Training Materials is permitted. Training Materials and all copyright and other proprietary notices contained in the original Training Materials are retained on any copies of Training Materials, no matter the format.

Under certain and specific agreement by Company, each registrant may be granted a limited, nonexclusive license to download Training Materials or may purchase a printed copy of Training Materials separately by contacting Company, but only for personal use as set forth in these Terms of Use and those of the license.

You may not purchase Services or Training Materials unless you are of minimum Legal Age, or older.

LICENSE AND ACCESS

Subject to your compliance with these Terms of Use, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access, view and make personal and non-commercial use of Services.

This license does not include any resale or commercial use of any Service, or its contents; any derivative use of any Services or its contents; either by you or by and for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools.

The licenses granted by Company terminate if you do not comply with these Terms of Use, and violation of these terms may be subject to monetary damages and penalties.

Company reserves the right to limit your authorized use of Sites, remove or edit content, cancel any orders, or terminate access or accounts should Company determine a violation of these Terms of Use, or a violation of any other rules or conditions of Company.

Company further reserves the right to refuse access to Sites and/or Company's content, products and/or services to anyone at its sole discretion.

OWNERSHIP

Sites, including all training and related materials that may be provided through Sites or Services, and all intellectual property rights included in or related to Sites or Services, including but not limited to any information databases, videos, HTML/CSS, JavaScript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials, (collectively referred to as the "Content") are owned or licensed by Company, and all rights, title and interest in and to Sites, and the related intellectual property rights, remain Company property (or the property of the respective authorized licensors).

Any unauthorized use of Content may violate the rights of Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Company trademarks, copyrights, service marks, proprietary notices or legends, and trade dress, may not be used in connection with any product or service that is not property of Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. All other trademarks not owned by Company that appear in any Services

are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on Sites or in Content in any way, you may notify the Intellectual Property Department at Company, at 615 Whitestown Road, Butler, PA 16001, USA. Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

PAYMENT

Some Services provided through Sites are provided in exchange for a fee.

Payment for pre-arranged Services is due in accordance with special agreement with Company, as confirmed at the time of quotation and/or order placement. Whether with special agreement, or without special agreement, full and complete payment for arranged Services are due in advance of Services provided. Company reserves the right to limit your authorized use of Sites and/or Content, or to terminate your access if these Payment obligations are not successfully satisfied.

Company may, in its sole discretion, refund all, some or none of the initial fee charged for any use of Sites and/or Content. Company has the right to refuse any refund request thirty (30) days after payment for use of Sites and/or Content, either pursuant to Company's customer license agreement or otherwise, regardless of the reason for disruption.

PRIVACY

You Agree to be bound by the terms of our Privacy Policy (see [Here](#)), which is incorporated herein by reference into these Terms of Use. Company cannot insure that all personal information will never be disclosed in ways not otherwise described in the Privacy Policy.

YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account and password with Company, Sites, Services, and Content, and for restricting access to your computer, and you Agree to accept responsibility for all activities that occur under your account or password.

DISCLAIMER OF WARRANTY FOR SERVICES

Company attempts to be as accurate as possible in the information provided on Sites or in any part of Services, including any training programs provided by Company. However, Company does not warrant that the content of Services is accurate, complete, reliable, current, or error-free. Services made available to you through Sites are provided by Company on an "as is" and "as available" basis.

Company makes no representations or warranties of any kind, express or implied, as to the operation of Sites or other services provided by Company, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

Company shall not be responsible for any performance or service problems caused by any third-party website or third-party service provider. Any such problem shall be governed solely by the agreement between you and that provider.

Company does not warrant that Sites or Services are free of viruses or other harmful components. You assume all responsibility for the cost of all necessary repairs or corrections.

Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

LIMITATIONS OF LIABILITY

Company does not have any liability whatsoever for the unavailability of Sites or any Services. Company shall also not have any liability for any delays or service interruptions caused by Company, any third-party acts or any other web host provider or the Internet infrastructure and network external to Sites, or for inaccurate information or failure to update information provided via Sites. In no event shall Company be liable for any direct, indirect, consequential, incidental, special, punitive or exemplary damages, whether foreseeable or not, including, but not limited to, damage or loss of property, equipment, information or data, or for any loss of profits, revenue, or Goodwill in connection with your use of Sites or Services provided via Sites, regardless of whether it was known or should have known of the possibility of such damages. The limitations of liability provided in these Terms of Use inure to the benefit of Company, its affiliates and their respective officers, directors, members, employees, attorneys and agents.

GOVERNING LAW AND JURISDICTION

Sites are managed and controlled by Company from its headquarters in Pennsylvania, USA. They can be accessed from the United States, as well as from other countries around the world. As each of these places has laws that may differ from those of Pennsylvania, or the USA, by accessing Sites, you Agree that these Terms of Use and your use of Sites shall be governed in all respects by the internal substantive laws of the Commonwealth of Pennsylvania, United States of America, without regard to conflict of law provisions. Any claim brought by you against Company arising out of or relating to these Terms of Use, the Privacy Policy, Sites, Services, or Training Materials, shall be brought within six (6) months of the event out of which such claim or action arose, and shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted exclusively in Pittsburgh, Pennsylvania, USA, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

INDEMNIFICATION

You agree to indemnify and hold Company and each of its directors, officers, employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through Sites, (iv) your use of Sites or Services that Company may provide via Sites, and (v) your conduct in connection with Sites or Services or with other users of Sites or Services. Company reserves the right to assume the exclusive defense of any claim for which Company are entitled to indemnification under this Section. In such event, you shall provide Company with such cooperation as is reasonably requested by Company.

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