



ITI Learning Hub End-User Terms of Use

Welcome to learn.iti.com. ITI and/or its affiliates (“ITI”) provide an online learning infrastructure and hosting solution (“ITI Service”) for use by its subscribers to access customized online learning websites (“Subscribers’ Websites”).

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS ITI SERVICE.

USE OF ITI SERVICE

You agree not to use ITI Service for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws in your jurisdiction. You agree not to upload or transmit viruses, worms, malware, or any other code that will damage or impair the ITI Service. You accept sole responsibility for all your activities using ITI Service, including any content you transmit, submit, post or share on Subscribers’ Website and/or ITI Service.

In addition to all the above prohibitions, you agree that you will not knowingly use the ITI Service to:

(a) upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or

(b) Spam or engage in unethical marketing, advertising, any other practice connected in any way to spam including, sending content or emails which do not comply with the CAN-SPAM Act of 2003.

ITI reserves the right to investigate any of your activity involving the use of ITI Service.

INTELLECTUAL PROPERTY

ITI Service is the property of ITI Unless otherwise stated, all content is protected by the Copyright Laws of the United States in addition to foreign copyright laws and international conventions and treaties. ITI does not claim any intellectual property rights over clients’ content on Subscribers’ Websites. All rights are reserved unless otherwise stated.

CONTENT ON SUBSCRIBER’S WEBSITE

ITI does not monitor its Subscribers’ Websites or any contents placed on Subscribers’ Websites. References to any products or links to third party sites provided by Subscribers on Subscribers’ Websites are not owned or controlled by ITI. ITI has no control over, and assumes no responsibility for any content offered by Subscribers, any third party content, and the policies of Subscribers’ or any third party.

YOUR ACCOUNT AND PROFILE

In order to use a Subscriber’s Website, you must set up an account. ITI will only use your information to supply the ITI Service in accordance with its Privacy Policy. You acknowledge and agree that any information supplied to ITI, including without limitation payment information may be used by ITI to supply the ITI Service. You are solely responsible for the security of your account and must protect your password. You are fully responsible for all activities that occur under your account and you agree not to permit anyone else to use your account.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, ITI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ITI SERVICE AND SUBSCRIBERS' WEBSITES AND YOUR USE THEREOF. ITI MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF SUBSCRIBER'S CONTENT ON SUBSCRIBERS' WEBSITE OR THE CONTENT OF ANY SITES LINKED TO THE SUBSCRIBER'S WEBSITE.

IN NO EVENT SHALL ITI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT ON SUBSCRIBERS' WEBSITES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF ITI SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ITI SERVICE OR SUBSCRIBERS' WEBSITES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH ITI SERVICE OR SUBSCRIBERS' WEBSITES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA ITI SERVICE OR SUBSCRIBERS' WEBSITES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT ITI SHALL NOT BE LIABLE FOR SUBSCRIBER'S CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. ITI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH ITI SERVICE OR SUBSCRIBERS' WEBSITES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ITI WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. ITI MAKES NO REPRESENTATIONS THAT THE ITI SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. THOSE WHO ACCESS OR USE THE ITI SERVICE FROM JURISDICTIONS PROHIBITING SUCH USE, DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

INDEMNITY

You agree to defend, indemnify and hold harmless ITI, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to ITI Service or Subscribers' Websites; (ii) your violation of any term of these Conditions of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these Conditions of Use and your use of the ITI Service.

FORCE MAJEURE

ITI shall not be liable, under any circumstances, for any delay, disruption or failure of the ITI Service or Subscribers' Websites directly or indirectly resulting from events beyond the control of ITI.

SUBSCRIBERS' CONDITIONS

ITI does not take any responsibility for any additional condition of use of Subscribers' Website. Any additional conditions of use or policies of ITI Subscribers shall not limit or modify any of the terms of this Condition of Use including, without limitation, the Warranty Disclaimers and Limitation of Liability section stipulated above.

PRIVACY POLICY

Effective Date: June 30, 2020.

ITI
9428 Old Pacific Hwy
Woodland, WA 98674
support@iti.com

This Privacy Policy describes how ITI (“ITI”, “we”, “us” or “our”) collects personal information about you, uses your personal information, discloses your personal information, or the limited circumstances by which we may share your personal information with others. We do not sell your personal information for any purpose.

At ITI we transform how learning experiences are created, managed, and delivered.

This Privacy Policy applies to all personal information or personal data that may be collected by us from you directly or from our customers using ITI’ services, to establish and maintain your account, or to any personal information or personal data that may be part of the content that you submit or manage using our services.

Please contact us at support@iti.com if (i) you wish to find out more about our use and disclosure of your personal data and how to limit it, (ii) you wish to exercise your right to access, amend, or delete any personal data we hold about you; or (iii) you have any other questions or concerns about this Privacy Policy.

The California Consumer Privacy Act of 2018 (the “CCPA”). ITI operates as a Service Provider as defined under the CCPA, processing personal information on behalf of our customers. ITI will never “sell” your personal information as defined under the CCPA; and we only use your personal information to provide our services as agreed upon with our customers, and not for any other business or commercial purpose. California residents have specific rights under the CCPA regarding their personal information, and you may contact the business that collects your personal information (for which ITI acts as a Service Provider only) to learn more about your rights under the CCPA.

Summary:

- You have many rights over the collection, use, disclosure, or sale of your personal information to include:
 - Right to know what personal information we collect, use, disclose, or sell (Note: We never sell your personal information) about you;
 - Right to delete your personal information;
 - Right to opt-out of any sale of your personal information (Note: We never sell your personal information);
 - Right to amend your personal information;
 - Right to restrict the use of your personal information; and
 - Right to non-discriminate against you for exercising your privacy rights.
 - See Your Privacy Rights section and Requests to Exercise Rights section of this Privacy Policy for additional information.
- We use your information to:
 - Improve our website such as to see which features are most popular, counting visits, and improving our users' experience by providing you a better, more intuitive, and satisfying experience of our services;
 - Administer a contest, promotion, survey or other site feature;
 - Send periodic emails;
 - Allow 3rd party content providers to issue completion certificates for content that you interact with;
 - Set-up, maintain, and protect your data and account in order to utilize our services;
 - To bill you for the use of our services; and
 - Keeping our services secure
- We use cookies and other online data collection technologies. See Cookies Policy for additional information.

What information do we collect and the categories of information collected?

When you visit our site, request additional information about our services, or register/pay for our services, we collect the following information from you:

Personal Identification

- Full Name - collected to provide additional information, registration for services, and payment for services. For example, we may ask you to provide your name along with information about your general interest in our services. Your submission of this type of information as a guest on the Site is not required.

Personal Directory

- Email Address - collected to provide additional information, registration for services, and payment for services. For example, we may ask you to provide your email address along with information about your general interest in our services. Your submission of this type of information as a guest on the Site is not required.

Online Identifiers

- IP Address - collected when you visit our website as well as the time and duration of your visit and the pages on the website you visited. Our website receives the internet protocol (“IP”) address of your computer (or the proxy server you use to access the World Wide Web). We use your IP Address to help diagnose problems with our server, and to administer our Web site.
- Cookies - collected when you visit our website to include browser type. Our website receives your computer operating system and type of web browser you are using, email patterns, your mobile device (including your UDID) and mobile operating system (if you are accessing Our Site using a mobile device), as well as the name of your ISP or your mobile carrier. We use cookies, web beacons, and other techniques to identify your browser and device to your guest activity on our website. The cookies utilized by us are solely for the purpose of allowing our website and platform to function and perform better; there are no additional cookies utilized by ITI for any third-party. See our Cookies Policy section for further information.
- Geo Location - collected when you visit our website. We use cookies, web beacons, and other techniques to identify your browser and device to your guest activity on our website.

Miscellaneous

- Survey Responses (where applicable) - collected to provide additional information about and improve service offering.
- Content Interactions (where applicable) – collected to populate transcripts and issue completion certificates
- Web Analytics - collected about your use of the website such as mouse clicks and scrolling activities. For example, we use Google Analytics. The providers of these web analytics tools may capture data about your activity on our website, via cookies and other techniques. This data is used only by ITI for the operation, performance and improvement of our website and platform.
- Referrer (from another website) - collected to learn more about the activity on a referrer site. You may have arrived to our website by clicking on an advertisement or content published by a third party, that third party may provide information to us about your activity on their site. Due to the communications standards on the internet, when you visit Our Site we automatically receive the URL of the site from which you came and the site to which you are going when you leave Our Site.
- Combination with Other Data - we may combine information we collect about you as a website guest with the information we collect about you as a service user when you register for our service such as your name.

How do we use the information we collect about you and what is the legal basis for this use?

- To fulfill a **contract** - we'll use your personal information as part of contractual obligations we have when rendering you our services. This includes:
 - Service Registration;
 - Identity Verification;
 - Billing/Payments;
 - Necessary Communications about services; and
 - Customer Support.
- To conduct business under a **legitimate interest** such as:
 - Providing you with our website and services for which you have registered or requested;
 - Analyzing your use of our website and service to better understand how they are being used to improve our website and service;
 - Diagnose issues with our website and service;
 - Deter, prevent, detect, and prosecute fraudulent activities or other security/technical related issues
 - Protect against harm to the rights and freedoms of our users;
 - Investigating and responding to any complaints; or
 - In case of a merger or acquisition, your personal information may be considered one of the assets that is transferred as part of this arrangement.
- **Legal obligations** under the basis of common law or statute such as:
 - Legal claims, compliance, or regulatory purposes as necessary to include any disclosures to comply with government requests, legal proceedings, or litigation;
 - Responding to government or law enforcement authorities conducting investigations; or
 - Deter, prevent, detect, and prosecute, fraud, illegal activities, security, or technical issues.
- Legitimate interest and our additional services: We'll use your personal information to provide you additional information about our services based on your consent and request for these services. This includes:
 - Providing a demonstration of our services;
 - Providing additional Information about our service offering;
 - Placing cookies, web beacons, and other online data collection technologies according to our Cookies Policy section of this Privacy Policy and utilizing the information provided by these technologies;
 - Providing periodic email marketing and updates to our services to include occasional company news, updates, related product or service information with the option to opt-out of future contact included as an Unsubscribe link at the bottom of the email to be removed from future emails; or
 - Conducting surveys and market research about our customers, their interests, and their satisfaction of our services.
- **Vital interests** where the use or disclosure of your personal information is limited in scope and only applies to matters of life and death.
- **Public interest** where the use or disclosure of your personal information is related to the public good or in the best interest of society.

Sharing your personal information with third parties:

We do not sell, trade, or otherwise transfer to any third parties your personal information except for the purposes identified above and to the following categories of third parties that operate our website, conduct our business, or hired to services you as part of our service offering:

- Information and Cloud Service Providers
- Error Monitoring Service Providers
- File Type Conversion Providers
- Content Providers
- Reporting Providers

- Marketing, Sales, and Advertising Partners
- Retailers and Resellers
- Payment Processors
- Fraud Monitoring and Prevention Providers

These third parties and our sharing of data (including personal data as described above) are necessary for the function, operation and improvement of our website and our platform. We require these companies to protect your personal data and comply with these privacy policies. We establish legally binding data protection agreements that implement specific data protection and privacy obligations of our third party service providers.

We may also share your personal information with third parties when:

- Required by law, subpoena, court order, or other legal proceeding;
- To prevent fraudulent or illegal activity including potential attacks or to protect against the harm to us, our clients, or the public; or
- New owners acquire or merge with us in a case of a merger or acquisition.

We may share anonymized/de-identified or aggregated information that does not identify you such as number of visitors to our site or other statistical information about our customers.

Displaying your information:

Our website and service offering may allow you to submit content or post comments. This information might be seen by others when you enter this information or create this content. Do not share any personal information in the creation of such content as it may be viewed or obtained by third parties.

Your Privacy Rights:

We consider the privacy of your personal information very important and are committed to handling your personal information with care. We abide by your rights to privacy to include:

Right to Access

We acknowledge your right to access the personal information that we maintain about you. You have the right to obtain a list of the categories of personal information collected about you as well as other related information along with the source of the information. You also have the right to know the categories of information shared (or sold) to third parties and the purpose for such sharing as provided for in this Privacy Policy. More information on how you can request your right to access the personal information we collect, use, disclose, or sell can be found under Requests to Exercise Rights section of this Privacy Policy.

Right to Deletion

We acknowledge your right to delete certain personal information that we may have collected about you. More information on how you can request your right to delete the personal information we collect, use, disclose, or sell can be found under Requests to Exercise Rights section of this Privacy Policy.

Right to Opt-out of Sharing

You may have the right to opt-out of sharing certain Personal Information with third parties. More information on how to exercise this right to opt-out can be found under Requests to Exercise Rights section of this Privacy Policy.

Right to Amend/Rectify

You have the right to amend or rectify any inaccuracies that you have identified with the information that we have about you. We process personal information only for the purposes for which it was collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary. More information on how you can request to amend or rectify your information can be found under Requests to Exercise Rights section of this Privacy Policy.

Right to Object/Restrict/Withdrawal Consent

You have the right to object to the processing of your personal information if it is being processed under legitimate interests such as for direct marketing. You also have the right to withdraw your consent for the processing of your personal information at any time. We will cease processing of your information unless there is a legitimate purpose or required by law. We will primarily rely on your consent or legitimate interests for any use or disclosures that are not required by law.

Right to Non-Discrimination

We will not discriminate or penalize you for exercising your rights.

Requests to Exercise Rights

If you seek to exercise your rights to access, delete, opt-out, amend/rectify, or object/restrict/withdrawal consent, please send an email request to:

1. Designated Email Address: support@iti.com.

The methods for request will take two (2) steps: one to request the exercise of your rights and the other to verify your identity/request.

We will respond to a request within ten (10) days and provide information on how it will be processed. We will respond to a request within forty-five (45) days that begins on the day the request was made. Note: It may take up to an additional forty-five (45) days to respond to a request for a maximum of ninety (90) days provided we notify you with an explanation within the initial forty-five (45) days to the reason why it is taking longer to fulfill the request.

As part of the request, we need to verify your identity. Failure to verify identity may result in a denial of the request. We will notify you of the failure to verify the request and treat the request accordingly (i.e. request for delete will be treated as a request to opt-out of sharing/sale).

Once a request has been approved, we will honor the request to the best of our ability. The Record of request will be maintained for two (2) years.

If fulfilling a request would reveal personal information about another or if you ask us to delete information that is required by law or defend ourselves against claims, your rights may be limited.

If the request is denied, we will inform you of the denial and the basis for the denial. If the request was partially denied, we will notify you of the part that is exempt from the request and not use any personal information retained for any other purposes other than what may be exempt.

Fees

You can exercise your rights above free of charge or without penalty, but we may limit the number of requests you make or charge a reasonable fee as legally permitted if we find the request to be too burdensome or too frequent.

Authorized Agent

An authorized agent may be designated by you to exercise your rights. We will validate an authorized agent's identity the same way we validate your identity to exercise your rights in order to protect the confidentiality and security of your personal information. We will verify requests from authorized agents to ensure the security of your account and to comply with this Privacy Policy.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information. We employ administrative, physical, and technical security controls as necessary along with abiding by strict confidentiality obligations with our employees and third parties.

We offer the use of a secure server. All information is transmitted via Secure Socket Layer (SSL) technology. Payment information is sent directly to and encrypted on our Payment gateway providers database.

Your personal information is securely stored on systems we own or with companies that we hire to provide services to you within the United States. We do not transfer any personal information outside of the US.

Complaints or Other Concerns

We regularly review our compliance with this Privacy Policy. Please feel free to direct any questions or concerns regarding this Privacy Policy or our treatment of personal information by contacting us through this web site, contacting our Privacy Official at support@iti.com or by writing to us at Your Privacy Rights, c/o ITI, 9428 Old Pacific Hwy, Woodland, WA 98674. When we receive formal written complaints at this address, it is our policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between ITI and an individual.

Cookies Policy

Online Data Collection Technologies

A browser cookie is a small piece of data that is stored on your device to help websites and mobile apps remember things about you. Cookies do not spy on you or otherwise invade your privacy, and they cannot invade your hard drive and steal information. Rather, they help you navigate a website as easily as possible. Other technologies, including Web storage and identifiers associated with your device, may be used for similar purposes. In this policy, we say "cookies" to discuss all of these technologies.

How We Use Cookies

Like most providers of online services, we use cookies for a number of reasons such as:

- Protecting your data and account,
- Helping us see which features are most popular,
- Counting visitors to a page,
- Improving our users' experience by delivery content specific to your interests,
- Keeping our services easy to use in preventing you from reentering all your registration data at each connection,
- Keeping our services secure, and

- Generally providing you with a better, more intuitive, and satisfying experience.

The cookies we use generally fall into one of the following categories.

- **Preferences:** We use these cookies to remember your settings and preferences. For example, we may use these cookies to remember your language preferences.
- **Security:** We use these cookies to help identify and prevent security risks. For example, we may use these cookies to store your session information to prevent others from changing your password without your email and password.
- **Performance:** We use these cookies to collect information about how you interact with our services and to help us improve them. For example, we may use these cookies to determine if you have interacted with a certain page.
- **Analytics:** We use these cookies to help us improve our services. For example, we can use these cookies to learn more about which features are the most popular with our users and which ones might need some tweaks.

Your Choices

Your browser or device may allow you to block or otherwise limit the use of cookies. Cookies are an important part of how our services work, so removing, rejecting, or limiting the use of them could affect the availability and functionality of our services.

Browser Cookies

Your browser may provide you with the option to refuse some or all browser cookies. You may also be able to remove cookies from your browser. For more information about how to manage browser cookies, please follow the instructions provided by your browser.

Third Party Links

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Minors

We are in compliance with the requirements of the Children's Online Privacy Protection Act (COPPA). We do not intentionally collect any information on minors (under 13 years of age or minors between 13 and 16 years of age). Our website, products and services are all directed to individuals who are at least 16 years old or older.

Retention of Information

We keep personal information for as long as we provide you services. We only keep information that we need for business purposes and limit the information for only the purposes it was intended for at the time of collection. We may retain personal information related to contracts or business transactions for seven (7) years after the last interaction with you. We may also permanently retain any requests to exercise your rights to ensure that we respect your requests in the future and to demonstrate our compliance with this Privacy Policy and other regulatory requirements.

Changes to Our Privacy Policy

Under certain circumstances where there is a material change to this Privacy Policy or where it may be required by law, we will provide notice to you of these changes as well as obtain consent from you where required. We may

make notice of these changes by emailing you, posting this notice on this page (or within our service offering), or by other means required by law. We will update the Privacy Policy modification dated at the beginning of this Privacy Policy.

Contact Information

If there are any questions regarding this privacy policy you may contact us using the information below.

Your Privacy Rights
c/o ITI
9428 Old Pacific Hwy
Woodland, WA 98674
support@iti.com