

By submitting this Account Registration form, I am creating an Account and acknowledge that I have read and agreed to these Terms of Use and [Learning Management System Privacy Notice](#).

## SLP Learning Management System Terms of Use

**Effective: 18<sup>th</sup> March, 2024**

IMPORTANT -PLEASE READ THESE TERMS OF SERVICE (THE “AGREEMENT”) CAREFULLY BEFORE ATTEMPTING TO ACCESS OR USE THE PLATFORM. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (“YOU” OR “YOUR” OR THE “END USER”), AND SIMULATIONS PLUS (“SLP” OR “WE”). THIS AGREEMENT GOVERNS YOUR USE OF THE PLATFORM AND RELATED SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY AND COMPLY WITH ALL THE TERMS THEREOF, YOU SHALL NOT ACCESS OR USE OUR PLATFORM.

### 1. Definitions

For purposes of this Agreement:

1.1 **“Account”** means YOUR account and profile on the Platform based in information YOU submit to the Platform, and accessed using YOUR Username and Password.

1.2 **“Access”** Access to the platform is granted for one year after the start of any workshop. Period of access is reset each time an End User takes a paid or complimentary workshop. The one-year period provides the ability of the End User to view and track their training history after completing a workshop. This is an important feature for End Users that wish to show their current or perspective employer their qualifications and continued training efforts.

1.3 **“Content”** means all written, visual, electronic, audio, audio-visual content and materials that YOU access through, the Platform including all videos, pictures, photographs, text, sound clips, posts, comments, graphics, software, advice, recommendations, data, slides, images, files, links, information, chats, and any other content and materials.

1.4 **“Data Protection Legislation”** means all laws and regulations relating to personal data, privacy, or databases, that are applicable to the parties in connection with this Agreement. This may include without limitation: (a) General Data Protection Regulation 2016/679 (GDPR) (b) the Health Insurance Portability and Accountability Act of 1996 and its relevant regulations including the Privacy, Security, Breach Notification and Enforcement Rules (HIPAA) (c) the Family Educational Rights and Privacy Act (FERPA); (d) the Children’s Online Privacy Protection Act of 1998 (COPPA); (e) the Health Information Technology Provisions of American Recovery and Reinvestment Act of 2009 (HITECH) (f) the California Consumer Privacy Act and its implementing regulations (g) and any other US federal or state data protection or privacy laws and regulation as may be applicable (h) any local legislation implementing or supplementing the foregoing and all associated codes of practice and other

guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time.

1.5 “**End User**” means any individual authorized by SLP to access and use the Platform.

1.6 “**Intellectual Property**” or “Intellectual Property Rights” means all intellectual property rights, including all copyright, patent, trade secret, trademark, moral, termination, authorship, rights of publicity, privacy and other proprietary rights as it pertains to SLP.

1.7 “**Platform**” means the online learning platform services accessible through <https://simulations-plus.learnupon.com/> and <https://employee-simulations-plus.learnupon.com/> including all Documentation and Software in or accessible through the Platform.

1.8 “**Account Start Date**” means the date on which YOUR Account on the Platform is activated.

1.9 “**Active Account**” An Account with Paid or Complimentary Access status that has not expired or been suspended.

1.10 “**Account Expiration**” means the date on which YOUR Account on the Platform is deactivated, log-in disabled, but training history maintained. Access will be deactivated 12 months after start of a Workshop unless additional workshops -either Paid or Complimentary- are enrolled in by the End User during the Active Account period.

1.11 “**Account Termination**” means the date on which YOUR Account on the Platform is deleted, including End User history. Both Complimentary and Paid Access will be terminated 6 months after Account Expiration or permanent suspension.

## **2. Binding Terms and Changes**

By becoming a registered user of the Platform, by clicking the "I Accept" button on the registration page, and by using the Platform, YOU acknowledge that YOU have read and understood this Agreement, and YOU agree to be bound by all of the terms and conditions of this Agreement. SLP may change the terms of this Agreement from time to time. Any changes to this Agreement will be posted on the Platform and will become effective and be binding on YOU immediately upon posting. SLP may also change the terms by notifying you by any other reasonable form of notification, effective immediately upon notice being provided. YOUR continued use of the Training following such notice constitutes YOUR acceptance of those changes.

## **3. Term Limit**

This Agreement shall have a term commencing on the Account Start Date and ending upon the Account Termination or End User Account deletion request (“Term Limit”).

## **4. Use of the Platform**

SLP grants to its End Users a non-transferable, non-exclusive and revocable license to the Platform for the Term Limit (Section 3) set forth in this Agreement. The Platform is solely for End User's personal, noncommercial use; YOU may not use the Platform in any way in exchange for monetary consideration. Individuals other than the End User may not access or view electronic files or use supporting materials using the End User's Account, whether electronically or in print. The End User is permitted online access to the Platform and may download, save, or print one hard copy of training material from the Platform solely for personal, noncommercial use.

Any violation of this Agreement or abuse of the policies provided to YOU during YOUR use of the Platform by YOU will result in the immediate and permanent cessation of access to the Platform and Account Termination, and SLP reserves the right to seek remedies for such violation available to it to the fullest extent permitted under all applicable laws, treaties, and conventions.

### **4.1 Use Restrictions**

4.1.1 Except as expressly permitted by the terms of this Agreement, YOU shall not:

4.1.1.1 Copy, distribute, market, lease, make available, resell, make derivative works of any part of the course content available on the Platform;

4.1.1.2 Store, distribute, post, upload or transmit any Content through the Platform that is or is reasonably perceived to be infringing, unlawful or in violation of third-party privacy rights;

4.1.1.3 Introduce any virus, worm, malware, spyware, Trojan horse or other harmful or malicious code to the Platform;

4.1.1.4 Intentionally interfere with or disrupt the integrity or performance of the Platform;

4.1.1.5 Use the Platform to store or transmit sensitive personal data which could be considered special category data pursuant to the Data Protection Legislation;

4.1.1.6 Use the Platform for any illegal, unauthorized, or otherwise improper purposes.

## **5. Personal Information, Data Security**

5.1 SLP may include the option to purchase certain products or services from SLP via the digital platform. If YOU choose to make a purchase, SLP may require sufficient information from YOU to complete the transaction. Such information could include a credit card number and related account and billing information, invoice related information, and other data required to process the order. For services that require payment, YOU will be transferred directly to a third party for payment processing using industry standard technology. If YOU submit financial information, all of that information is submitted directly and securely to a third-party payment processor; and SLP does not retain any financial information submitted through the third-party payment processor.

5.2 YOU will be asked to submit, and consent to transfer, to SLP certain of YOUR Personal Information for YOUR Account set-up and for us to enable YOU to use the Platform. Processing of YOUR personal information is in accordance with SLP's Learning Services Privacy Policy found at <https://www.simulations-plus.com/privacy-policy/>.

5.3 The Platform is hosted by LearnUpon (learnupon.com). YOUR personal information provided to the Platform is stored by LearnUpon. For more information as to how LearnUpon uses and stores YOUR personal information, refer to ( <https://www.learnupon.com/terms-of-service/>)and (<https://www.learnupon.com/privacy-policy/>).

## **6. YOUR Responsibilities**

6.1 **Usage Limits.** YOU shall not allow YOUR End User profile to be used by any other person.

6.2 **Applicable Laws.** YOU shall comply with all applicable laws, regulations, rules and codes with respect to activities relating in any way to YOUR use of the Platform.

## **7. Password Use and Security**

By entering into this Agreement, YOU acknowledge that the Platform is for YOUR exclusive use only. Use or sharing of YOUR Username and Password with another user is not permitted and is cause for immediate termination of this Agreement without notice to YOU.

YOU are solely responsible for maintaining the confidentiality of YOUR Username and Password and for all activities that occur under YOUR User Name and Password. YOU agree to immediately notify SLP if YOU become aware of or have reason to believe that there is any unauthorized use of YOUR Account or any other breach of security. YOU also agree to take all reasonable steps to stop such unauthorized use and to cooperate with SLP in any investigation of such unauthorized uses or of infringements of SLP's Intellectual Property rights in the Platform. SLP shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses. SLP is in no way liable for any claims related to the use or misuse of YOUR Username and Password due to the activities of any third party outside of OUR control or due to YOUR failure to maintain their confidentiality and security.

## **8. Cancellation, Suspension, Termination, Retention**

8.1 **Account deletion.** YOU can request to have YOUR Account be permanently deleted from the Platform at any time. YOU can access this feature by going to YOUR profile page. If a verified Account deletion is requested by YOU, YOU will be logged out, and YOUR Account deletion will be processed in seven days, subject to the retention period noted in Section 8.4.3.

8.2 **Suspension.** SLP may immediately restrict or suspend (on a temporary or permanent basis) any End User's right to access or use any portion or all of the Platform and/or to terminate and delete the End User's Account, if SLP reasonably determines: An End User's use of the Platform (i) violates Section 2 (Use Restrictions), (ii) poses a security risk, (iii) violates applicable law or could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent.

**8.3 Effect of Termination.** Upon the effective date of Account Termination of YOUR Account, YOU shall immediately cease any further use of the Platform. It is YOUR responsibility to retain all wanted and permitted Content and to export YOUR End User training history prior to any termination of YOUR Account.

#### **8.4 Retention.**

8.4.1 Upon Account Termination, or early termination of YOUR Account by SLP (see Section 8.2), SLP initiates a process intended to safely and completely delete YOUR personal information from the Platform. Completion of this process may take up to 60 days.

8.4.2 To accommodate later access to an End User's training history or an inadvertent Account Expiration, SLP will retain YOUR personal information on the Platform for a six-month recovery period from the date of Account Expiration, unless YOU request deletion of YOUR Account (for the latter, please see Sections 8.1, and 8.4.3) or as otherwise provided in Section 8.4.4.

8.4.3 Upon receipt of YOUR verified deletion request involving YOUR Account, SLP initiates a process intended to safely and completely delete YOUR personal information provided to the Platform from the Platform. Completion of this process may take up to 60 days.

8.4.4 Note SLP may keep YOUR personal information on the Platform for a different retention period than outlined above, for as long as necessary (i) to fulfill the purposes for which it was obtained; (ii) to meet contractual obligations; (iii) as required by a legal obligation to which SLP is subject; and (iv) to comply with applicable laws. In some cases, SLP may choose to retain certain information (e.g., insights about use of the Platform) in a depersonalized or aggregated form.

### **9. Acknowledgements**

SLP reserves the right (but is not required) to remove, delete and/or destroy any Content that is in breach of this Agreement.

### **10. Warranties, Disclaimers, Limitation on Liability**

10.1 YOU warrant that (i) YOU have validly entered into this Agreement and have the legal power to do so; and (ii) that YOU will not use the Platform in violation of any applicable laws.

10.2 SLP does not guarantee that use of the Platform will be uninterrupted or error free at all times and in all circumstances, or that use of the Platform will be suitable for any particular purpose. It is YOUR responsibility to determine if the Platform meets YOUR needs for learning services.

10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (i) SLP MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PLATFORM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PLATFORM IS PROVIDED "AS IS";

and (ii) IN NO EVENT WILL SLP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PLATFORM REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. EXCEPT FOR FRAUD OR FRAUDULENT MISREPRESENTATION BY SLP, IN NO EVENT SHALL SLP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT AND PROVISION OF THE PLATFORM EXCEED THE TOTAL PAYMENTS MADE BY YOU TO SLP IN RESPECT OF THE PLATFORM IN THE PRECEDING TWELVE (12) MONTHS.

#### **10.4 Indemnification.**

10.4.1 YOU shall defend against and hold harmless SLP from any damages, fines, reasonable attorney fees and other costs incurred by or sought from SLP as a result of, or for any amounts paid by SLP under a court-approved settlement of, any claim, demand, suit, governmental action or proceeding (a "Claim") made or brought against SLP by a third party arising out of or in connection with (i) YOUR use of the Platform in violation of these or any applicable laws, and/or (ii) YOUR breach of this Agreement.

10.4.2. SLP shall defend YOU against any claim, demand, suit, governmental action or proceeding made or brought against YOU by a third party alleging that the Content provided by SLP for YOUR use on the Platform, or use of the Platform infringes the intellectual property rights of such third party, and shall indemnify YOU for any damages, reasonable attorney fees and costs finally awarded against YOU as a result of, and for amounts paid by YOU under a court approved settlement of such claim of infringement. If such claim of infringement is made or appears likely to be made against YOU, SLP, at its option, shall have the right, at its option, to (a) procure for YOU the right to continue to use the Content subject of such claim, or replace such Content so that it is no longer infringing.

#### **11. Governing Law.**

This Agreement will be governed by the laws of the State of California without regard to the conflict of laws principles thereof. Any dispute, controversy, or claim not resolved by a good faith discussion between YOU and SLP shall be submitted for resolution to a state or federal courts in the State of California, and YOU hereby agree to submit to the jurisdiction and venue of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.