**Terms of Use**

This Terms of Use Agreement (these “Terms of Use”) is a binding legal contract between you (“You” or “Your” either an individual or a legal entity) and Assistance in Danger A.i.D. Ready Training LLC, doing business as (D/B/A): A.i.D. Ready Training. These Terms of Use govern Your access to and use of the web site and media offered by A.i.D. Ready Training including without limitation www.aidreadytraining.com web site and any media, software, programs, services, tools, features, databases, materials, content, features, products, or information available or sold on or through it or used in connection with it (collectively, the “Services” and each individually a “Service”). By downloading, accessing or using any part of the Service You have accessed, You will be bound by these Terms of Use. If You do not agree to these Terms of Use, A.i.D. Ready Training is not willing to grant You any right to use or access the Service. In such event, You are not granted permission to access or otherwise use the Service and are instructed to exit the Service immediately. A.i.D. Ready Training may change, add or remove portions of these Terms of Use from time to time, and such changes shall become effective immediately upon posting. It is Your responsibility to review the Terms of Use prior to each use of the Service, and by continuing to use the Service, You agree to any changes.

**1.0 SERVICE ACCESS AND USE LICENSE**

The Service You have accessed and all of its contents as a whole and in part are protected by copyright, trademark, service mark, trade name and other intellectual property, and are owned or controlled by A.i.D. Ready Training and licensors. The Service is licensed to You, not sold. Except for the limited license granted in these Terms of Use, A.i.D. Ready Training and its licensors retain all rights, title and interest in the Service and all proprietary rights in the Service, including without limitation copyrights, patents, trademarks, service marks and trade names.

1.1 A.i.D. Ready Training may change, suspend, or discontinue any aspect of the Service at any time.

1.2 A.i.D. Ready Training grants You a personal, revocable, nontransferable, nonexclusive license to use the Service for personal, non-commercial purposes, conditioned on Your continued compliance with these Terms of Use.

**2.0. LIMITATIONS ON LICENSE**

The license granted to You in these Terms of Use is restricted as follows:

* 1. Limitations on Copying and Distribution. You may download or copy downloadable items displayed on the Service for personal, non-commercial use only, provided that You maintain and display all copyright, trademark and other notices contained therein.
	2. Limitations on Use. You may use and access the Service solely for Your personal, non-commercial use. All use of the Service must be in accordance with these Terms of Use. You may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Service or any contents, information, data or materials provided through the Service in any manner not expressly permitted by these Terms of Use or the Service. You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service, or directly or indirectly permit any third party to use or copy any of the Services. You may not: (i) use any “deep link”, “page scrape”, “robot”, “spider”, or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Service; (ii) attempt to gain unauthorized access to any portion or feature of the Service, including without limitation, the account of any other authorized user or any other systems or networks connected to the Service or to any server used by A.i.D. Ready Training or to any of the services offered on or through the Service, by hacking, password “mining” or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Service or any network connected to the Service, or breach the security or authentication measures on the Service, or any network connected to the Service; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Service; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or systems or networks of A.i.D. Ready Training or networks connected to the Service; (vi) use any device, software, or routine to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service; (vii) use the Service to harvest or collect e-mail addresses or other contact information; (viii) market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use the Service without the express, separate and prior written permission of A.i.D. Ready Training; (ix) create an intact reproduction of a page or pages of the Service into another service; or (x) use the Service in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact A.i.D. Ready Training.
	3. Non-Solicitation. You may not post or transmit through the Service any material which contains advertising or any solicitation with respect to our services.
	4. Limitations on Reverse Engineering and Modification. You may not reverse engineering, decompile, disassemble, modify or create works derivative of the Service or any materials accessed through the Service.
	5. Proprietary Notices. You may not remove any proprietary notices, including copyright and trademark notices, or labels from the Service on any materials accessed through the Service.
	6. Compliance with Applicable Law. You are solely responsible for ensuring Your use of the Service is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.

**3.0 USER OBLIGATIONS**

By downloading, accessing, or using the Service in order to view information and materials or submit Material (as defined below) of any kind, You represent that You: (i) are at least eighteen (18) years of age, or between thirteen (13) and seventeen (17) years of age and using the Service with parental or legal guardian consent and supervision; (ii) are registered to the extent required, and have not been previously restricted, suspended or terminated by A.i.D. Ready Training; and (iii) are not using another authorized user’s account without that person’s permission.

**4.0 YOUR SUBMISSION OF CONTENT**

The Service may contain comment areas, questionnaires, tools, and other interactive features where You can share and display content, information, postings, materials, including without limitation, statements, photographs, video and other images (collectively “Materials”). You are solely responsible for any Materials You provide. By submitting Materials to the Service, You warrant that You have all necessary rights to grant, and automatically grant to A.i.D. Ready Training and its affiliates, a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, publicly display, publicly perform, translate, and distribute such Materials (in whole or in part) and/or to incorporate them in other works in any form, media or technology now known or developed in the future. You also permit any other users of the Service to access, view, store or reproduce Your Materials and content for that user’s personal, non-commercial use. A.i.D. Ready Training will not be required to treat any Materials as confidential, and You grant to A.i.D. Ready Training the right to edit, copy, display, publish and distribute any Materials made available via the Service by You, without compensation to You or any other party submitting the Materials for You. Notwithstanding the right and license, by merely permitting Your Materials to appear on the Service, A.i.D. Ready Training is not a publisher of such Materials and is merely functioning as an intermediary to enable You to provide and display Materials. Moreover, and except as provided in these Terms of Use with respect to the right and ability of A.i.D. Ready Training to delete or remove Materials, A.i.D. Ready Training does not endorse, oppose, or edit any opinion provided by You or any other user and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any Materials displayed, uploaded, linked-to or distributed by You or any other user. You agree that by using the Service, You will not post or transmit any of the following:

1. Anything that interferes with or disrupts the Service or its operation.
2. Materials that are vulgar, obscene, indecent, profane, or otherwise objectionable or offensive, defamatory, libelous, unlawful, threatening, abusive, harassing, misleading, or false.
3. Unauthorized copyrighted materials, or any other material that infringes on the intellectual property rights, rights of publicity or personality, trade secrets, confidentiality, or privacy of others.
4. Materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction.
5. Materials that harm minors.
6. Materials that impersonate any other person or entity, whether actual or fiction, or that misrepresent Your affiliation with any entity; or
7. Files that contain malicious code, viruses, corrupt files, or any other similar software or programs that may damage the operation of another’s computer, network, or the Service.

**5.0 OTHER TERMS AND CONDITIONS**

Additional notices or terms and conditions may apply to receipt of services, participation in a particular program, sweepstakes, training, authorized user registration to other specific portions or features of the Service, all of which are made a part of these Terms of Use by this reference. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Service, the latter terms shall control with respect to Your use of that portion of the Service.

**6.0 LINKS TO OTHER SERVICES**

A.i.D. Ready Training may provide links, in its sole discretion, to other services. A.i.D. Ready Training is not responsible for the availability of these outside resources or their contents. A.i.D. Ready Training expressly disclaims any responsibility for the content, materials, accuracy of information and/or the quality of the services provided by, available through or advertised on these third-party services, or the services provided by any third party.

**7.0 LINKS TO THIS SERVICE**

You may link to the Service provided that You do so in a way that indicates that the link is direct to an A.i.D. Ready Training Service and is fair and not misleading. You may not integrate or make use of all or part of the Service in ways that would confuse or mislead visitors as to the nature and origin of the Service’s content.

**8.0 PASSWORDS; SECURITY**

Registration by You as an authorized user for access to certain areas of the Service may require both a username and a password (“Authorized User Credentials”). You may also have to provide certain registration information, all of which must be accurate and updated. You are not allowed to share or give Your Authorized User Credentials to anyone else. You are responsible for maintaining the confidentiality of Your password. You agree not to use another person’s Authorized User Credentials or select Authorized User Credentials: (i) with the intent to impersonate another person; (ii) subject to the rights of another person without authorization; (iii) in violation of the intellectual property rights of another person; or (iv) that A.i.D. Ready Training, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. You acknowledge and agree that You shall have no ownership or other property interest in Your account and/or username, and You further acknowledge and agree that all rights in and to Your username and account are and shall forever be owned by and inure to the benefit of A.i.D. Ready Training. Failure to comply with the foregoing shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of Your Authorized User Credentials. A.i.D. Ready Training will not be liable for any loss or damage arising from your failure to comply with these obligations. A.i.D. Ready Training reserves the right to delete or change Authorized User Credentials (with or without notice) at any time and for any reason.

**9.0 TERMINATION**

These Terms of Use and Your license to use the Service will take effect the moment You install, access, or use the Service and will be in effect until terminated as set forth below. This license will automatically terminate in the event You breach any of these terms. Termination will be effective without notice. You may terminate these Terms of Use at any time by ceasing to use the Service. All applicable provisions of these Terms of Use as identified below will survive termination. Upon termination, You must destroy all copies of any aspect of the Service in Your possession. The following will survive termination of these Terms of Use for any reason: (i) the General section below; (ii) the provisions concerning rights in Your Materials that You have granted to A.i.D. Ready Training; and (iii) A.i.D. Ready Training proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law.

**10.0 WARRANTY DISCLAIMER**

You expressly agree that use of the service is at your sole risk, and you assume all risk. The service and its information, content, materials, products, services, and user content are provided on an “as available,” “as is” basis. To the maximum extent permitted by law, A.i.D. Ready Training and its licensors disclaim all warranties with respect to the service, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, fitness for a particular purpose, and results that may be obtained from use of the service. A.i.D. Ready Training does not endorse, recommend, or make any warranties as to the content, information, materials, user materials, features, services, products, opinions, statements available on or through the service or through links on the service. A.i.D. Ready Training does not warrant that the service will meet your requirements, or that the operation of the service will be uninterrupted or error-free, or that defects in the service will be corrected. You specifically acknowledge A.i.D. Ready Training is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you.

**11.0 OTHER DISCLAIMERS**

Content on the service is not intended to substitute for professional advice of any kind. In particular, nothing contained in the service is or should be considered, or used as a substitute for medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding personal health or medical conditions. Never disregard or avoid professional medical advice or delay in seeking it because of something you have read, heard or seen on the service.

**12.0 ONLINE SHOPPING**

All service descriptions and depictions are approximate and are provided for convenience purposes only. The inclusion of any services on the Service does not imply or guarantee that such services will be available. In the event a service available on or through the Service is listed at an incorrect price or with incorrect information, A.i.D. Ready Training will have the right to refuse or cancel any orders placed for the product or service listed at the incorrect price, whether due to a typographical error, an error in information received from A.i.D. Ready Training suppliers or providers, or otherwise. Your receipt of an electronic or other form of order confirmation neither signifies A.i.D. Ready Training acceptance of Your order, nor constitutes confirmation of A.i.D. Ready Training offer to sell. A.i.D. Ready Training reserves the right at any time after receipt of Your order to accept or decline Your order for any reason. A.i.D. Ready Training may charge and withhold the applicable sales tax for orders, otherwise. You may be asked to supply certain information relevant to such transaction including, without limitation, Your credit card number, its expiration date and security code, the billing address, and any shipping information. You represent and warrant that you have the legal right to use any credit card(s) or other payment method(s) utilized in connection with any transaction. By submitting such information, You grant to the A.i.D. Ready Training the right to provide such information to third parties for purposes of facilitating the completion of any transactions initiated by You or on Your behalf. Verification of information may be required prior to the acknowledgment or completion of any such transaction. It is Your responsibility to ascertain and obey all applicable local, state, federal laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any service purchased from the Service. By placing an order, You represent that the products and services ordered will be used only in a lawful manner pursuant to any additional terms that may accompany them. Except as otherwise set forth herein, the risk of loss for and title to services purchased on the Service passes to You upon electronic transmission to the recipient or delivery to the carrier, as applicable.

Business customers must submit a Purchase Order form. We do not send invoices to addresses outside the United States and its territories.

You may opt into Electronic Invoice Delivery for the established account. You will provide a valid email address on Your Purchase Order form. You will receive a link in the email to a PDF copy of Your invoice. The link expires thirty (30) days from receipt of the email. You confirm that You are authorized to opt in to electronic invoice delivery of A.i.D. Ready Training invoice(s) on behalf of You or Your organization to one (1) designated email address. You understand that You or Your organization will not receive an invoice via postal mail after You have been successfully enrolled in electronic delivery. If the billing contact or invoice delivery email address changes for Your account, You will update that information by contacting Billing Support at aidreadytraining@outlook.com. You or Your organization is responsible for payment regardless of receipt of the electronic invoice. If invoices are not received as expected, You understand that it is Your responsibility to contact Billing Support.

Standard Payment Terms are NET thirty (30). Payment in full is due on the due Date stated on the invoice. Payment of invoice is accepted by credit card or check. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the termination of Your invoicing privileges. Credit card payment will be required if invoicing privileges are suspended or terminated. To make a payment by credit card, call 571-271-9144. To pay an invoice by check, include the remittance advice showing the Your customer account name, number and invoice number and send to: A.i.D. Ready Training at aidreadytraining@outlook.com.

For questions or concerns about Your invoice, please email aidreadytraining@outlook.com, or call the number listed on the invoice or the Service’s FAQ webpage, as applicable.

A.i.D. Ready Training reserves the right to change its prices and related policies in its sole discretion upon thirty (30) days advance notice of such changes, which changes shall be posted here. It is Your responsibility to keep apprised of these Terms of Use.

**13.0 TERMS AND CONDITIONS FOR THE ONLINE SERVICES**

The following contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

By placing an order for services from this website, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms and conditions. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these terms and conditions. You may not order or obtain services from this website if you (a) do not agree to these terms, (b) are not of legal age to enter into this agreement, or (c) are prohibited from accessing or using this website or any of this website's contents or goods by applicable law.

These terms and conditions (these "Terms") apply to the purchase and sale of products through A.i.D. Ready Training at aidreadytraining.com (the "Site"). These Terms are subject to change by the A.i.D. Ready Training (referred to as "us", "we", "our," or “A.i.D. Ready Training” as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any products that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site.

**14.0 PRICES AND PAYMENT TERMS**

14.1. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in Your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

**15.0 REFUND POLICY**

If you are not satisfied with the content that we have available within our courses, it is your responsibility to stop using our website. We cannot refund you for a course that you have already purchased or completed. Once you pass the quiz and are able to print your wallet card, we will not offer any refunds. We will provide refunds if your employer / institution does not accept our online course, and if this denial can be confirmed.

Manufacturer's Warranty and Disclaimers. We do not manufacture or control any of the products offered at our training sessions. The availability of products does not indicate an affiliation with or endorsement of any product or manufacturer. Accordingly, we do not provide any warranties with respect to the products offered.

All products offered are provided “as is” without any warranty whatsoever, including, without limitation, any (a) warranty of merchantability, quality or accuracy; (b) warranty of fitness for a particular purpose or your purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you.

You affirm that we shall not be liable, under any circumstances, for any breach of warranty claim or for any damages arising out of the manufacturer's failure to honor its warranty obligations to you.

**16.0 Limitation of Liability**

In no event shall A.i.D. Ready Training be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, loss of use or loss of life arising out of, or relating to, and/or in connection with any breach of these terms, regardless of (a) whether such damages were foreseeable, (b) whether or not we were advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

Our sole and entire maximum liability, for any reason, and your sole and exclusive remedy for any cause whatsoever, shall be limited to the actual amount paid by you for the products you have purchased.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law.

**17.0 Privacy Policy**

At A.i.D. Ready Training we recognize that protection of your privacy is important. This document outlines the personal information we receive and collect when you use A.i.D. Ready Training services. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of services through the Site. It covers the collection, use and disclosure of personal information that may be collected by A.i.D. Ready Training anytime you interact with A.i.D. Ready Training, such as when you register or purchase training courses, visit our website, or when you request our customer support/information.

17.1 Data We Collect: The services A.i.D. Ready Training offers require for You to register for an account and provide us with some basic personal information.

17.2 Data you provide: A.i.D. Ready Training collects personal information when an interested individual registers to take an online course on the website; or if the individual voluntarily provides this information. This information is used to provide proper certification for individuals who pass our courses.

17.3 Email communication: When you send A.i.D. Ready Training an email (or other communication), we may retain these to fully process your requests, and record purposes.

17.4 Web cookies: When you visit A.i.D. Ready Training one or more times a cookie – a small file of text sent by a server to a web browser; after which a message is sent back to the server each time the browser requests a page from the server – may be stored in your computer. Most browsers are set up to accept these cookies, but you can reset your browser to refuse or clear cookies.

17.5 Other sites: This privacy policy applies only to pages and services owned by A.i.D. Ready Training We have no control over sites that may appear as search results or links from our services. These other sites may be results of Web cookies or existing files on your computer, which may also be extracting information from you.

17.6 How We May Use Your Personal Data: We will provide your personal information to the American Red Cross for printing and emailing out your official certificate and wallet card, after you have successfully completed the course. We will also use this information to report on Continuing Education or other credit hours that may apply.

17.7 The billing information you provide will be used by authorize.net to compensate (pay) for A.i.D. Ready Training’s training services; after you have consented to pay. We may also use your personal information with third parties, when/if required by legal processes. We will use this information to contact you if we have any questions regarding the courses you enrolled in, incorrect mailing/email address, or in correspondence of support, and technical problems.

We will maintain your personal information (except billing information) as needed for company records.

17.8 Privacy Questions: If you have questions or concerns about A.i.D. Ready Training’s Privacy Policy please email us at aidreadytraining@outlook.com.

**18.0 Force Majeure**

about A.i.D. Ready Training will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19.0 Governing Law and Jurisdiction. This Site is operated in the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

20.0 Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this ion 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

21.0 No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of A.i.D. Ready Training.

22.0 No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

23.0 Notices.

23.1. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and the notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

23.2. To Us. To give us notice under these Terms, you must contact us as follows: (i) by electronic-mail transmission to aidreadytraining@outlook.com; We may update the electronic-email address or physical address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective seven business days after they are sent.

23.3. SMS (Text) Notifications. By providing us with your phone number when you sign up or purchase a training course from A.i.D. Ready Training, you agree and are indicating your intent to receive A.i.D. Ready Training Service notifications and alerts (“Training Alerts”) and related transactional messages via SMS/text message. You may text “QUIT” to stop receiving Training Alerts at any time. After you send the message “QUIT” to us, you will receive a reply message confirming that you have been unsubscribed from Training Alerts. If you want to start receiving Training Alerts again, you will need to text “JOIN” to us, and you will receive a reply message confirming you are re-enrolled in Training Alerts. Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider or carrier. If you have questions about the Training Alert, please contact aidreadytraining@outlook.com. For any questions regarding our privacy practices, please read our Privacy Policy.

24.0 Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

25.0 Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use and our Privacy Policy (collectively referred to as “Agreement” hereinafter) will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. Unless you and A.i.D. Ready Training have executed a separate agreement which governs the purchase and sale of the goods from the Site, and such agreement is in effect at the time of purchase, these Terms, our Website Terms of Use, and our Privacy Policy constitute the entire agreement between A.i.D. Ready Training and you regarding your purchase from us, and our sale to you, of goods from the A.i.D. Ready Training, and supersede all prior agreements, understandings and representations, both written and oral, between us with respect to that subject. This Agreement may only be added to, modified, or waived by a non-preprinted document clearly understood by both A.i.D. Ready Training and you to be an amendment, addendum or waiver, as the case may be, and signed by an authorized representative of each party. Any additional or different terms or conditions contained in any purchase order, confirmation, or other, similar document issued by you will not be binding on A.i.D. Ready Training, whether or not such terms and conditions would materially alter this Agreement, and even if A.i.D. Ready Training has signed or otherwise acknowledged such purchase order, confirmation, or other document, and A.i.D. Ready Training hereby rejects all such additional and different terms and conditions.

**26.0 DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE**

A.i.D. Ready Training is committed to complying with copyright and related laws and requires all users of the Service to comply with these laws. Accordingly, You may not store any material or content or use or disseminate any material or content though the Service in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by copyright law. Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of A.i.D. Ready Training to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to A.i.D. Ready Training by the copyright owner or the copyright owner’s legal agent.

If You feel that a posted message is objectionable or infringing, A.i.D. Ready Training encourages You to contact A.i.D. Ready Training immediately. Upon A.i.D. Ready Training receipt of a proper written notice of claimed infringement under the DMCA, A.i.D. Ready Training will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow all other relevant procedures specified in the DMCA with regard to the claimed infringement. The designated agent of A.i.D. Ready Training (i.e., the proper party) to whom You should address such notice is listed below.

If You believe that Your work has been copied and posted using the Service in a way that constitutes copyright infringement, please provide A.i.D. Ready Training designated agent with a written communication containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right in the copyright that is allegedly infringed.
2. A description of the copyrighted work that You claim has been infringed.
3. A description of where the material that You claim is infringing is located to permit A.i.D. Ready Training to locate the material.
4. Your address, telephone number, and email address.
5. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by You, made under penalty of perjury, that the information contained in Your report is accurate and that You are the owner of the exclusive right in the copyright that is allegedly infringed or authorized to act on the owner's behalf.

A.i.D. Ready Training designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail: aidreadytraining@outlook.com with the subject line “DMCA.”

**27.0 MONITORING**

A.i.D. Ready Training has the right, but not the obligation, to monitor the content of the Service (including any social or chat forum or tools, services or functions that enable the sharing, display or performance of any Material), to determine compliance with these Terms of Use and any operating rules established by A.i.D. Ready Training, and to satisfy any law, regulation or authorized government request. A.i.D. Ready Training has the right and sole discretion to edit, refuse to post, or to remove any Materials submitted to or posted on or within the Service, including, without limitation, the right to remove any Materials that A.i.D. Ready Training, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

**28.0 INDEMNIFICATION**

You agree to indemnify, defend and hold A.i.D. Ready Training and its directors, officers, employees, volunteers, and agents, harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys’ fees and costs) arising out of Your use of the Service.

**29.0 PRIVACY POLICY**

You understand, acknowledge, and agree that the operation of certain programs, services, tools, purchase options, materials, or information in the Service requires the submission, use and dissemination of various personal identifying information. Accordingly, if You wish to access and use those programs, services, tools, materials, purchase options, or information of the Service, You acknowledge and agree that Your use of the Service will constitute acceptance of the personal identifying information collection and use practices contained in the privacy policies posted on the Service.

**30.0 TRADEMARK INFORMATION**

The A.i.D. Ready Training logo and A.i.D. Ready Training name are federally protected and registered marks of A.i.D. Ready Training and protected under United States Code, Title 18, Section 706. All other trademarks displayed on this Service or through links to other services are the property of the respective trademark owners.

**31.0 GENERAL**

These Terms of Use are governed by and construed in accordance with the laws of the Commonwealth of Virginia, as applied to agreements entered into and wholly performed within the Commonwealth of Virginia and between Commonwealth of Virginia residents. Any action or proceeding brought by either party hereto shall be brought only in a court of competent jurisdiction located in the Commonwealth of Virginia and the parties agree to submit to personal jurisdiction of those courts for purposes of any action or proceeding. These Terms of Use shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use constitute the entire understanding and agreement between A.i.D. Ready Training and You with respect to the Service and any transactions contemplated in these Terms of Use and supersede all prior or contemporaneous oral or written communications with respect to the subject matter of these Terms of Use, all of which are merged into these Terms of Use. You may not modify, amend or alter these Terms of Use in any way. In the event any provision of these Terms of Use is found invalid or unenforceable pursuant to judicial decree, the remainder of these Terms of Use will remain valid and enforceable according to its terms. Any failure by A.i.D. Ready Training to strictly enforce any provision of these Terms of Use will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of these Terms of Use. It is expressly understood and agreed that in the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages will remain in effect.

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