

TERMS AND CONDITIONS OF USE

1. Basic RapidLMS™ Services.

1.1. Eligibility. To be eligible to use the RapidLMS™ Services, you must be at least 13 years old. Your eligibility to access certain RapidLMS™ Services may depend on the country in which you reside. RapidLMS™ is available in English and French language.

1.2. RapidLMS™ Services. Your RapidLMS™ account ("RapidLMS™ Account") encompasses the following basic RapidLMS™ services: Delivery and management of instructional content, learner registration, online course registration and tracking, ecommerce storefront capabilities and digital certification & badge capabilities.

2. Creating a RapidLMS™ Account.

2.1. Registration of RapidLMS™ Account. In order to use any of the RapidLMS™ Services, you must first register by providing your name, an e-mail address, password, and affirming your acceptance of this Agreement. RapidLMS™ may, in our sole discretion, refuse to allow you to establish a RapidLMS™ Account, or limit the number of RapidLMS™ Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the RapidLMS™ Services, you may be required to provide RapidLMS™ with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth and credit-card information for transaction payment. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update RapidLMS™ if any information changes. **You hereby authorize RapidLMS™ to, directly or through third party course providers to make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your government-issued identification (e.g., photo), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.**

3. Course/Training/Exam Services.

3.1. In General. The services allow you to receive instructional content to an online provider or proctor through the RapidLMS™ Site or Software (each such transaction is a "Course Transaction"). **RapidLMS™ reserves the right to refuse to process or to cancel any pending Course Transaction as required by law or in response to a subpoena, court order, or other binding government order. RapidLMS™ cannot reverse a Course Transaction once it has started. The services are available only in connection with a course or exam that RapidLMS™, in its sole discretion, decides to support. The courses or exams that RapidLMS™ supports may change from time to time. RapidLMS assumes no responsibility or liability in connection with any attempt to use RapidLMS™ Services for courses or exams that RapidLMS™ does not support.**

3.2. Course Transactions. In the event the Customer initiates a Course or Exam upload by entering the Learners email address and the Learner does not have an existing RapidLMS™ Account, the RapidLMS™ services permit you to email the Learner and invite them to open a RapidLMS™ Account. Once the Learner has completed the Course or Exam, the Customer will assess if the Learners efforts and results have warranted the Learners certification and/or badging for that training.

We allow a Customers to "revoke" license seats/invitations even after the learner has created an account. In the case of RapidLMS™ course, the Customer is not billed at the end of the month for unused

invitations. They are only billed for courses that have been started. RapidLMS™ does not revoke invitations after any amount of time.

3.4. Third Party Payments. RapidLMS™ has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of RapidLMS™ Services). RapidLMS™ is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Courses or Exams using the RapidLMS™ Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify RapidLMS™ Support at trust@rapidlms.com so that we may consider what action to take, if any.

3.5. Customized RapidLMS™ Course Page. In some cases, you may layer a customizable course or exam ("Course Page") with Software and/or RapidLMS™ Services. You may establish and customize your Course Page through your RapidLMS™ Account settings. In establishing your Course Page, you agree that you will not (i) post misleading materials or misappropriate the identity of another person or entity, (ii) post any copyrighted material which you are not authorized to post, or (iii) post any profane, unlawful, or offensive materials. RapidLMS™, in its sole discretion, may disable your Course Page and take other action in accordance with this Agreement if we believe you are in violation of the foregoing or abusing this service. RapidLMS™ may reclaim user logins associated with dormant RapidLMS™ Accounts. RapidLMS™ does not guarantee or endorse the purported identity, message, or other information related to a Course Page.

4. Billing.

4.1. Purchase Transactions. During the onboarding process RapidLMS™ will request a valid third-party online payment method. You authorize the third-party online payment service provider chosen by RapidLMS™ to initiate debits from your selected payment method(s) in settlement of purchase transactions. After selecting the appropriate pricing plan you prefer, the monthly fixed amount will be debited from your third-party online payment service provider at the beginning of the month. For all other consumption based billing, during each month, your RapidLMS™ account billing is incremented accordingly. At the end of each month, the total count is then summated and charged to your third-party online payment service provider. You will receive a statement with detailed billing breakdown of the edition of services, counts and titles of courses taken by your Learners. We will make best efforts to fulfill all transactions, but in the rare circumstance where RapidLMS™ cannot fulfill your purchase order, we will notify you or the third-party online payment service provider will notify you.

4.2. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize RapidLMS™, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including RapidLMS™ balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider. **RapidLMS™ reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Course in its sole discretion, even after funds have been debited from your account(s), if RapidLMS™ suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if RapidLMS™ reasonably suspects that the transaction is erroneous; or if RapidLMS™ suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, RapidLMS™ will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.**

4.3. Payment Services Partners. RapidLMS™ only uses third party payment processors to process any and all payments.

5. General Use, Prohibited Use, and Termination.

5.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Software and the RapidLMS™ Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by RapidLMS™ from time to time. Any other use of the Software, RapidLMS™ Site or Content is expressly prohibited and all other right, title, and interest in the Software, RapidLMS™ Site or Content is exclusively the property of RapidLMS™ and its licensors or content providers. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Software, Site or Content, in whole or in part. "rapidlms.com", "RapidLMS™", and all logos related to the RapidLMS™ Services, Software, Site or Content or displayed on the RapidLMS™ Site are either trademarks or registered marks of Yardstick Software Inc. or its licensors or content providers. You may not copy, imitate or use them without RapidLMS™'s prior written consent.

5.2. Website Accuracy. Although we intend to provide accurate and timely information on the RapidLMS™ Site, the Software, the RapidLMS™ Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Software and the RapidLMS™ Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Software and/or the RapidLMS™ Site.

5.3. Third-Party Applications. If, to the extent permitted by RapidLMS™ from time to time, you grant express permission to a third party to access or connect to your RapidLMS™ Account, either through the third party's product or service or through the RapidLMS™ Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your RapidLMS™ Account. Further, you acknowledge and agree that you will not hold RapidLMS™ responsible for, and will indemnify RapidLMS™ from, any liability arising out of or related to any act or omission of any third party with access to your RapidLMS™ Account. You may change or remove permissions granted by you to third parties with respect to your RapidLMS™ Account at any time through the Account Settings page on the RapidLMS™ Site.

5.4. Prohibited Use. In connection with your use of the Software, the RapidLMS™ Services and/or the Site, and your interactions with other users, and third parties you agree and represent you will not engage in any prohibited use: (i) unlawful activity, (ii) abusive activity, (iii) abuse other users, (iv) fraud, (v) intellectual property infringement (collectively a "Prohibited Use", as may be updated from time to time). We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your RapidLMS™ Account and/or block transactions immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

5.5. Export Controls & Sanctions. Your use of the RapidLMS™ Services and the RapidLMS™ Site is subject to international export controls and economic sanctions requirements. By sending, receiving,

buying, selling, trading or storing Course through the RapidLMS™ Site or RapidLMS™ Services, you represent and warrant that you will comport with those requirements.

5.6. Suspension, Termination, and Cancellation. RapidLMS™ may: (a) suspend, restrict, or terminate your access to any or all of the RapidLMS™ Services, and/or (b) deactivate or cancel your RapidLMS™ Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; *or*
- We reasonably suspect you of using your RapidLMS™ Account in connection with a Prohibited Use; *or*
- Use of your RapidLMS™ Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; *or*
- Our service partners are unable to support your use; *or*
- You take any action that RapidLMS™ deems as circumventing RapidLMS™'s controls, including, but not limited to, opening multiple RapidLMS™ Accounts or abusing promotions which RapidLMS™ may offer from time to time.
- Your intolerable behaviour, which includes aggressive, threatening, or disparaging towards our staff, we consider that behavior unacceptable and may refuse to provide additional services

If RapidLMS™ suspends or closes your account, or terminates your use of RapidLMS™ Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits RapidLMS™ from providing you with such notice. You acknowledge that RapidLMS™'s decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to RapidLMS™'s risk management and security protocols. You agree that RapidLMS™ is under no obligation to disclose the details of its risk management and security procedures to you.

You may cancel your RapidLMS™ Account at any time by visiting <https://www.rapidlms.com/contact>. You will not be charged for canceling your RapidLMS™ Account, although you will be required to pay any outstanding amounts owed to RapidLMS™. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

5.7. Relationship of the Parties. RapidLMS™ is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and RapidLMS. to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or RapidLMS. to be treated as the agent of the other.

5.8. Privacy of Others; Marketing. If you receive information about another user through the RapidLMS Services, you must keep the information confidential and only use it in connection with the RapidLMS. Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send spam to a user through the RapidLMS™ Services.

5.9. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the RapidLMS Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your RapidLMS™ Account by third-parties and the loss or theft of any Course and/or tokens held in your RapidLMS™ Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of **account login credentials due to no fault of RapidLMS™** and/or failure to follow or act on any notices or alerts that we may send to you.

In the event you believe your RapidLMS™ Account information has been compromised, contact RapidLMS™ Support immediately at trust@rapidlms.com.

5.10. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the RapidLMS™ Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available

6. Customer Feedback, Queries, Complaints, and Dispute Resolution

6.1. Contact RapidLMS™. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at <https://rapidlms.com/contact> or write to us at RapidLMS™ Customer Support, c/o Yardstick Software Inc., 10177 104 St., Edmonton, Alberta, T5J 0Z9, CANADA. When you contact us please provide us with your name, address, and any other information we may need to identify you, your RapidLMS™ Account, and the transaction on which you have feedback, questions, or complaints.

6.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint within 24 hours of its receipt if you contact us via our Customer Support webpage at <https://rapidlms.com/contact>. A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by RapidLMS™. Within one week of our receipt of your complaint the Officer will address your complaint by sending you an e-mail ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. Upon receipt of the Resolution Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Resolution Notice. Failure to respond to a Resolution Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. If you are late in responding to the Resolution Notice, RapidLMS™ may treat your response as if it has been submitted on time.

6.3. Appeals. In the event that you reject an offer or determination ("Rejection"), please set out the reasons for the Rejection and include any additional information that you believe is pertinent to your complaint. Any Rejection will be treated as an application to appeal the offer or determination set out in the Resolution Notice. Our Customer Appeals committee ("Appeals Committee") will impartially consider your complaint (including any additional information provided). We will acknowledge your Rejection within 24 hours of its receipt if you contact us in the prescribed electronic way, and within ten business days if you contact us in any other prescribed way. Within four weeks of our receipt of the Rejection the Appeals Committee will address your complaint by sending you an e-mail ("Final Notice") in which the Appeals Committee will: (i) uphold the Resolution Notice; or (ii) reject the Resolution Notice. Notwithstanding its decision regarding the Resolution Notice, the Appeals Committee may also make a new offer to resolve the complaint. Upon receipt of the Final Notice, you will have 20 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Final Notice. RapidLMS™ may extend the deadline for you to accept the offer. Failure to respond to a Final Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. For consumers only: if you fail to respond to a Final Notice and file a claim in a competent court, your failure may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

6.4. Offers. Any offer made under this Section 6 will only become binding on RapidLMS™ if you accept the offer by following the instructions provided by RapidLMS™ within the stated timeframe. Any offer under this Section 6 will not constitute any admission by RapidLMS™ of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an

acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against RapidLMS™ regarding the subject matter of the complaint.

6.5. Claims. This provision only applies to consumers. You agree to use the complaints procedure of this Section 6 before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

7. Disclaimer.

7.1. Disclaimer. Disclaimer: Services are provided "as is-where is" without any warranties or guarantees of any kind and we assume no responsibility to you or any third party for the consequences of any errors or omissions.

8. General Provisions.

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from RapidLMS™. Always log into your RapidLMS™ Account through the RapidLMS™ Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of RapidLMS; Indemnification. If you have a dispute with one or more users of the RapidLMS™ services, you release RapidLMS™, Yardstick Software Inc., and all their affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold RapidLMS™, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability. IN NO EVENT SHALL RAPIDLMS™, YARDSTICK SOFTWARE INC., AND ALL OF THEIR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED COURSE ON DEPOSIT IN YOUR RAPIDLMS™ ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE RAPIDLMS™ SITE OR THE RAPIDLMS™ SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF RAPIDLMS™ HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT RAPIDLMS™ FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED COURSE AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED COURSE AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THE RAPIDLMS™ SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPIDLMS™ SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. RAPIDLMS™ DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE RAPIDLMS™ SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. RapidLMS™ makes no representations about the accuracy or completeness of historical Course price data available on the Site. RapidLMS™ makes no representations or warranties regarding the amount of time needed to complete payment processing which is dependent upon many factors outside of our control.

8.4. Entire Agreement. This Agreement, the Privacy Policy incorporated by reference herein comprise the entire understanding and agreement between you and RapidLMS™ as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and RapidLMS™. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.5. Amendments. We may amend or modify this Agreement by posting on the RapidLMS™ Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the RapidLMS™ Services, or suspension or termination of your access to the RapidLMS™ Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

8.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any affiliates or subsidiaries of Yardstick Software Inc., or to any successor in interest of any business associated with the RapidLMS™ Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, provincial or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8 Change of Control. In the event that RapidLMS™ and/or Yardstick Software Inc. is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.9 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, RapidLMS™ Account cancellation, debts owed to RapidLMS™, and/or Yardstick Software Inc., general use of the RapidLMS™ Site, disputes with RapidLMS™, and/or Yardstick Software Inc. and general provisions, shall survive the termination or expiration of this Agreement.

8.10 Governing Law. This Agreement will be governed by Canadian law and the jurisdiction of the Canadian courts

8.11 Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

8.13. About User Data Privacy

By agreeing to the terms and conditions, you are giving consent to Yardstick to collect information required by the site owner (The Controller) in order to keep historical records that identify you as you take training or exams on this platform. This information is only used to identify you and associate the content (training or exams) that is tied to your account, for educational / tracking purposes. Other than applicable proctoring services, your information is NOT shared with a third-party vendors. We respect your rights to access, change and remove any personal data that you give to use (for example, through our registration page). These rights, and others, are outlined in our Privacy Policy.