

Terms of Use

1. ACCEPTANCE OF TERMS

- a) CRSE Real Estate Group LLC, a Pennsylvania Limited Liability Company (d/b/a CRSE), makes this website (the "Site"), including all information (relating to example properties and otherwise), documents, communications, files, text, reports, graphics, software, products and services available through the site (collectively, the "Materials") and all services operated by CRSE and third parties through the Site (collectively, the "Services"), available for your use subject to the terms and conditions set forth in this document and any changes to this document that CRSE Institute may publish from time to time (collectively, the "Terms of Use"). If you purchase an event ticket through the Site (whether for a live event or otherwise) these Terms of Use apply to your purchase and attendance of such event. Likewise, the Terms of Use govern your downloading of any materials or reports made available on the Site as part of your membership privileges or otherwise.
- b) By accessing or using this Site in any way, including, without limitation, use of any of the Services, downloading of any Materials, or merely browsing the Site, you agree to and are bound by the Terms of Use.
- c) CRSE reserves the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at its sole discretion. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. You should periodically check these Terms of Use to view the then current terms. If you breach any of the Terms of Use, your authorization to use this Site and any of the content, reports and tools made available on this Site automatically terminates.

2. DEFINED TERMS

- a) All user-supplied information, articles, materials, files, communications, and documents are referred to collectively as "User Content". "CRSE Content" means all Materials provided by CRSE Institute and made available on the Site. User Content and CRSE Content may have different restrictions and conditions associated with them.

3. TYPES OF USERS

- a) The Site accommodates two types of users:
 - i) Site visitors who wish to view agent profiles or browse products and other Materials and Services offered on or through the Site. Site visitors may also be permitted to submit limited questions and comments to the Site forum and blog subject to the terms of this Agreement.
 - ii) This Site also accommodates CRSE Members who pay a membership fee in exchange for certain member privileges on the Site. Please note that certain activities on this Site, including the creation and maintenance of profiles and the free access to forum and blog postings and other content, may be limited to Members. Members may be required to create a profile and provide certain information, such as an email address. Upon cancellation of your

membership, any rights or licenses granted to you as part of that membership package or under this Agreement shall terminate immediately. Likewise, your right to publicly display, reproduce, make available on the internet any of the CRSE Content provided to you by CRSE or made available to you by CRSE, shall terminate immediately and at such time you shall cease all such use.

- b) The terms and conditions expressed in this agreement apply to all users and visitors of this Site.

4. MEMBERSHIP

a) CRSE Membership.

- i) Your CRSE Membership subscription – which may be included with your original CRSE training purchase – is effective for the period of one year and continues upon your payment of the annual membership fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive one-year membership term until you cancel your annual CRSE Membership. CRSE reserves the right to charge the renewal fee later, at its sole discretion. This will be done without prior notice to you. Should you choose not to renew your annual CRSE Membership for another year for any reason before expiration of the one-year membership term for which you have paid, you may cancel your membership and terminate further billing by calling CRSE Member Services (717-926-1811). In no event will you be eligible for a prorated refund of any portion of your paid membership fee. Unless you are notified otherwise or unless provided otherwise on the Site, the current annual membership fee is \$99. Likewise, unless you are notified otherwise or unless provided otherwise on the Site, your annual renewal fee will be \$99. If your membership is cancelled by your choice, or through non-payment of the renewal fee, and more than forty-five (45) days pass from your renewal date, there will be the following requirements in order to reactivate your membership: Completion of an audit of a CRSE course complete with payment for the audit at the then current rate. The current CRSE audit fee is \$49.
- ii) With email notice to you, CRSE reserves the right to change the membership fee for any subsequent renewal term to be effective upon the renewal of your membership. CRSE also reserves the right to change the CRSE audit rate and CRSE shall have no obligation to notify you of such changes to audit fees.
- iii) You understand and agree that any of the rights, licenses and privileges granted to you as part of your membership immediately terminate upon the expiration or cancellation of your membership. This means that following the expiration or termination of your membership you may not duplicate, reproduce, publicly display or distribute any of the content that was made available to you during and as part of your membership, including reports and marketing content made available to you as part of your membership.

b) CRSE's Right to Terminate your Membership for Cause

- i) CRSE has the absolute and unrestricted right to revoke and terminate, at its sole discretion, your CRSE Membership if CRSE determines that you have

- failed to comply with CRSE's terms of use, CRSE Code of Ethics, standards, policies or procedures or the terms and conditions outlined in this Agreement. In addition, if CRSE, in its sole discretion, determines that you have misused the CRSE designation, have acted in a manner unbecoming a CRSE member, used the CRSE designation in a manner that reflects poorly on CRSE, violated any law or regulation, CRSE may terminate your membership and you agree to immediately cease use of the CRSE designation, change the manner in which you use the CRSE membership designation as determined by CRSE, or comply with any other remedy CRSE deems appropriate under the circumstances. If CRSE terminates your membership, any rights, licenses and privileges granted to you as part of the membership, including the right to publicly display, reproduce or make available on the internet the content and materials provided by CRSE, shall terminate immediately and you agree to remove any such CRSE content from your promotional materials and your website. No refunds (prorated or otherwise) will be issued if CRSE terminates your membership for the reasons provided in this paragraph and you will forfeit any membership fees already paid.
- c) CRSE's Right to Terminate your Membership for Any Reason
 - i) CRSE has the absolute and unrestricted right to revoke and terminate, at its sole discretion, your CRSE Membership at any time and for any reason or no reason at all. In the event CRSE terminates your membership under this paragraph, CRSE will refund to you, on a prorated basis, the membership fees already paid by you for the remainder of the unused membership term. Upon termination you agree to immediately cease use of the CRSE designation, and any rights, licenses and privileges granted to you as part of the membership, including the right to publicly display, reproduce or make available on the internet the content and materials provided by CRSE, shall terminate immediately and you agree to remove any such CRSE content from your promotional materials and your website.

5. YOUR BILLING INFORMATION

- a) Your billing information is collected and stored by CRSE and will be used as provided in this Agreement, the Privacy Policy and on the Site. Whenever you provide us with updated credit card information for any of the services for which you are or will be subscribed, you hereby grant us the right to update your card information for any of the other services for which you are then subscribed and to use the updated card information for any future billing associated with any of the CRSE products or services provided to you following the change in your credit card information.

6. INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS

- a) The Materials and Services on this Site, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and these Terms of Use. Except as expressly provided herein, CRSE does not grant any express or implied rights to use the Materials and Services or any of CRSE's designations or trademarks. You agree not to copy, publicly display, republish, frame, download, transmit, modify, rent,

lease, loan, sell, assign, distribute, license, sublicense, or create derivative works based on the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

b) In addition to the Materials and Services offered by CRSE, this Site may also make available materials, information, and services provided by third parties, including Member agents who advertise their services on the Site (collectively, the "Third Party Services"). The Third-Party Services may be governed by separate license agreements that accompany such services. CRSE offers no guarantees and assumes no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from incompatibility between the Third-Party Services and the Materials and Services offered by CRSE. You agree that you will not hold CRSE responsible or liable with respect to the Third-Party Services or seek to do so.

c) Except as expressly indicated to the contrary elsewhere on this Site, you may view, download, and print the CRSE Content and User Content available on this Site subject to the following conditions:

1. The CRSE Content and User Content may be used solely for personal, informational, and internal purposes, except as expressly provided otherwise on the Site.

2. The CRSE Content and User Content may not be modified or altered in any way.

3. The CRSE Content and User Content on the Site may not be distributed or sold, rented, leased, or licensed to others, except as provided in this Agreement or on the site. In any event, any rights or licenses with respect to distribution or reproduction of any of the CRSE Content shall cease immediately upon the expiration or termination of your membership.

4. You may not remove any copyright or other proprietary notices contained in the CRSE Content and User Content.

5. CRSE reserves the right to revoke the authorization to view, download, and print the CRSE Content and User Content available on this Site at any time, and any such use shall be discontinued immediately upon notice from CRSE.

6. The rights granted to you constitute a license and not a transfer of title.

7. Any rights with respect to publicly displaying or reproducing any of CRSE Content are subject to the other terms of this Agreement and are dependent on your continued membership.

d) The rights specified above to view, download, and print the CRSE Content and User Content available on this Site are not applicable to the design or layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

7. TRADEMARK INFORMATION

a) The trademarks, logos, and service marks ("Marks") displayed on this Site are the property of CRSE or other third parties. You are not permitted to use the

Marks or any of CRSE's designations without the prior written consent of CRSE or such third party that may own the Marks.

8. PROHIBITED COMMUNICATIONS

- a) You may submit only User Content to the Site that is (a) owned by you, (b) submitted with the express permission of the owner or within the scope of the license to such content, or (c) in the public domain. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, harassing, libelous, offensive, defamatory, obscene, or pornographic materials, or other materials that would violate any law or the rights of others, including, without limitation, laws against copyright infringement, and rights of privacy and publicity. Violation of these restrictions may result in denial of or limitations on access by you to this Site.

9. USER CONDUCT

- a) In using the Site, including all Services and Materials available through it, you agree: not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites; not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive, or destructive files; not to create a false identity; not to use or attempt to use another Member's account, password, service, or system without authorization from CRSE; not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked sites. You may not use the forum for any commercial purposes. You may not use or access the Site for any lead-generation purposes.

10. MANAGING CONTENT AND COMMUNICATIONS

- a) CRSE reserves the right, in its sole discretion, to delete or remove User Content from the Site and to restrict, suspend, or terminate your access to all or part of this Site, at any time without prior notice or liability. CRSE may, but is not obligated to, monitor or review any areas on the Site where users transmit or post User Content, including but not limited to areas where Services are available, and the substance of any User Content. To the maximum extent permitted by law, CRSE will have no liability related to User Content. CRSE disclaims all liability with respect to the misuse, loss, modification, or unavailability of any User Content.

11. WARRANTIES AND DISCLAIMERS

- a) Except as expressly provided otherwise in a written agreement between you and CRSE or you and a third party with respect to such party's materials or services, this Site, and all Materials and Services accessible through this Site are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, CRSE makes no warranty that (i) the Services and Materials will meet your requirements; (ii) the Services and Materials will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services or Materials will be effective, accurate, or reliable; (iv) the quality of any residential system property informational products, Services, or Materials obtained or

accessible by you through the Site will meet your expectations; and (v) you will financially profit from using CRSE's process and methodology with respect to residential systems information.

- b) This Site could include technical or other mistakes, inaccuracies, or typographical errors. CRSE may make changes to the Materials and Services at this Site at any time without notice. The Materials or Services at this Site may be out of date at times, and CRSE will make a good-faith effort, but makes no commitment, to update such Materials or Services.
- c) You understand and acknowledge that (i) CRSE does not control, endorse, or accept responsibility for any content, advice, products, or services offered by third parties, Members or CRSE through the Site, including, without limitation, third parties accessible through links on the Site; (ii) CRSE makes no representation or warranties whatsoever about any such third parties or Site Members, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) CRSE shall not be liable or responsible for any content, products, or services offered by third parties, Members and CRSE. Any in-person meeting between you and another site visitor, Member or CRSE is done at your own risk. CRSE does not screen the Site visitors or Members and therefore cannot take responsibility for the integrity of its users and/or Members. Please take reasonable safety precautions when meeting Site Users in-person or when dealing with other Site users generally.
- d) The use of the Services or the downloading or other use of any Materials through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. CRSE assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the Site or in connection with any Services or Materials offered through the Site or Site users. No advice or information, whether oral or written, obtained by you from CRSE or through or from the Site shall create any warranty not expressly stated in these Terms of Use.

12. PERSONAL INFORMATION AND PRIVACY

- a) Except as otherwise expressly set forth herein, your personal information will be deemed to be confidential. In any case, you understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of CRSE or others.

13. LIMITATION OF LIABILITY

- a) In no event, including, without limitation, negligence, shall CRSE, its subsidiaries, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not CRSE has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use this Site, its Services, or Materials, the statements or actions of any third party (including Members and CRSE) on or through the Site, any dealings with

vendors or other third parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the Site that are delayed or interrupted, or any website referenced or linked to or from this Site. In no event shall CRSE's liability to you be greater than the aggregate amount you paid CRSE for its services during the preceding 12-month period.

14. INDEMNITY AND LIABILITY

- a) You agree to indemnify and hold CRSE, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, or transmit through the Site (including, without limitation, any User Content or computer viruses), your use of the Site, your connection to the Site, your violation of these Terms of Use or your violation of any rights of another person or entity.

15. GOVERNING LAW AND JURISDICTION

- a) This Site (excluding linked sites) is controlled by CRSE from its offices within the state of Pennsylvania, United States of America. By accessing this Site, you and CRSE agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of Pennsylvania, without regard to the conflicts of laws principles thereof. Subject to the Arbitration Clause below, you and CRSE also agree and hereby submit to the exclusive personal jurisdiction and venue of the Courts within the State of Pennsylvania with respect to such matters.
- b) Any dispute relating in any way to your visit to this Site shall be submitted to confidential binding arbitration in the State of Pennsylvania, except that, to the extent you have in any manner violated or threatened to violate CRSE's intellectual property rights, CRSE may seek injunctive or other appropriate relief in any state or federal court in the State of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts.
- c) Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

16. GENERAL

- a) The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Site constitute the entire agreement between CRSE and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by CRSE to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

Return Policy

CRSE Institute has a 100% satisfaction guarantee. If you are not satisfied that the CRSE designation course provided you with real value, simply return our course materials to receive your refund. Requests for refunds must be made prior to your completion of the CRSE examination and prior to CRSE certification. Refunds will be generated in the same method in which you registered. There will be a 4% service fee for all refunds.

Following is specific return information for our two course options:

- **Distance Learning:** Students of our CRSE Distance Learning courses have 120 days to complete the course once registered. However, there is a 30-day timeframe from the date you registered within which to return the materials to qualify for the refund. CRSE will fully refund the cost to take the course and the original shipping costs, minus a 4% service fee.

Returned materials should be shipped to the following address:

ATTN: Returns Department
CRSE
4601 Locust Lane Suite 306
Harrisburg PA 17109

- **CRSE Live Event:** To qualify for a refund, students of our CRSE Live Events must return all materials to the instructor prior to leaving the event. Simply inform the instructor that you would like a refund, and our Returns Department will generate your reimbursement.

Cancellation Policy

If you have registered for a CRSE Live Event, you may cancel your registration up to two-weeks prior to the event and receive a full refund. There will be a 4% service fee for all refunds. Within the two-week period, you may request to transfer to another CRSE Live event or receive access to our CRSE Distance Learning course. Not all CRSE Live Events have a corresponding CRSE Distance Learning Course. If you decide to take the CRSE Distance Learning

course, please inform Member Services to have your materials shipped out to you.

All events are subject to cancellation. In the event a course is canceled, for any reason, the CRSE will work to reschedule or transfer students to other events but is not responsible for reimbursing travel costs.

Recording CRSE Live Classes

CRSE often captures CRSE Live classes by video recording, by which all or some attendees may be recorded. These video recordings may be used for educational, training, analysis and promotional purposes. By attending, you grant CRSE consent to record you, to use your image and likeness for commercial purposes, and you agree to release your rights to the recorded material. You agree that CRSE shall have the perpetual right to derive profits from any such videos and recordings with no obligation to compensate you.

CRSE Membership

Your CRSE membership includes:

- Your profile featured on our “Find a CRSE” tool
- Monthly industry update emails and webinars
- Access to the CRSE Community Forum
- Access to the CRSE logo
- Limited license to use forms and select advertising materials
- Access to the CRSE Video Archives and Resources Library
- Updates to all materials
- Access to exclusive deals from authorized vendors
- Special discounts for future events

If you cancel, do not renew, or otherwise have your membership revoked, you will no longer have access to these member benefits.

DIGITAL MILLENNIUM COPYRIGHT ACT

If you are a copyright owner or an agent thereof and believe that any User Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification

of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You may send the notification to info@CRSERE.com. This e-mail address is being protected from spambots. You need JavaScript enabled to view it.

USAGE OF THE CRSE TRADEMARKS AND DESIGNATIONS

1. **This Agreement.** Under this license agreement (“Agreement”) between CRSE and you, and upon your acceptance of these Terms and Conditions, CRSE grants to you a limited, personal, non-transferable, non-assignable, royalty-free, non-exclusive, revocable license to use the CRSE trademarks and designations (collectively referred to herein as the “Marks”). You understand that misrepresentation or omission of facts is cause for denial or revocation of the right to use the Marks. You further understand that you may not use any of the Marks until you receive official notification of your authorization to do so by CRSE. You affirm that you have read, understand, and voluntarily agree to be bound by the terms and conditions set forth below.
2. **Ownership of the Marks.** You understand that the Marks are owned and registered by CRSE and CRSE maintains full authority over the authorization to use the Marks.
3. **Authorization.** Subject to the terms and conditions outlined in this Agreement, CRSE grants to you a limited, personal, non-transferable, non-assignable, royalty-free, nonexclusive, revocable license to use the Marks in connection with advertising your services to the public. No other rights are granted except for those explicitly granted herein.
4. **Term of Use.** Permission to use the Marks exists solely for the authorization period, as defined by CRSE, or for the term of your CRSE Membership (or other related membership), as defined by

CRSE. At the end of such authorization period, or if CRSE otherwise revokes this license, the authorization under this Agreement expires, all rights to use the CRSE Marks terminate, and you must immediately cease use of any and all Marks previously granted to you. CRSE may terminate any rights you have in the use of the Marks as provided in this Agreement.

5. **Restriction on Use.** Without limiting the other terms and restrictions set forth in this Agreement, and unless otherwise approved by CRSE in writing, you will not, directly or indirectly: (i) use the Marks in conjunction with the sale or promotion of any tangible goods, (ii) state or imply that CRSE has made a determination on the merits or quality of any services you render, (iii) license or permit others to use the Marks, (iv) use the Marks in a manner that implies another individual or company is qualified to use the Marks, (v) use the Marks in violation of CRSE's current or future policies and procedures, or (vi) use the Marks for purposes other than to publicize your certification. You understand that the designation is personal in nature and you may not imply that your brokerage company is certified by CRSE. CRSE reserves the right to revoke your rights to use the Marks if CRSE deems your use of the Marks to be contrary to its mission, or if your use of the Marks reflects poorly on CRSE or other CRSE members, CRSE in its sole discretion may determine.
6. **Other CRSE Trademarks.** You understand the right to use CRSE Marks is limited to those Marks that CRSE expressly grants you permission to use.
7. **Compliance with CRSE Standards, Rules and Policies.** You have read, understand, and will comply with all rules and policies contained in CRSE materials and those posted on the CRSE website, all of which are incorporated herein by reference, as they presently exist and as they may be amended from time to time.
8. **Revocation of Right to Use.** CRSE retains the absolute and unrestricted right to revoke, at its sole discretion, any rights you have to use any Marks, if CRSE finds that you have failed to comply with CRSE Rules, Standards, Policies or Procedures or the terms and conditions outlined in this Agreement. In addition, if CRSE, in its sole discretion, determines that you have misused the Marks, have acted in a manner unbecoming a CRSE member, used the Marks in a manner that reflects poorly on CRSE, used the Marks in a manner contrary to the CRSE mission, as determined by CRSE, violated any law or regulation, CRSE may revoke your rights to use the Marks with no refund to you. Upon termination you agree that you will immediately cease use of the Marks, change the way you use the

Marks as requested by CRSE, or comply with any other remedy CRSE deems appropriate for the circumstances. Failure to respond to inquiries, notices, or investigations initiated by CRSE or its assigned agent(s) may result in termination of any rights you have in the use of the Marks.

9. **Quality of Services.** You agree that CRSE may monitor the provision of services provided by you in association with the Marks and that, in the event that CRSE determines that the quality of those services does not meet CRSE standards, as it determines in its sole discretion, CRSE may terminate this license to use the Marks. Likewise, CRSE may terminate your right to use the Marks because of your close association with another service provider that CRSE in its sole discretion deems contrary to the CRSE mission. Upon termination of this license, you shall immediately cease to use or display any of the Marks for any purpose whatsoever.
10. **Indemnification.** Neither CRSE nor its directors, officers, employees, or others acting on its behalf shall be liable to you for any actions taken or omitted in an official capacity or in the scope of employment, except to the extent that such actions or omissions constitute willful misconduct or gross negligence, and you hereby release CRSE and the persons identified above from any liability for any such actions or omissions. You further agree to defend, indemnify, and hold harmless CRSE and its directors, officers, employees, and agents from and against any and all claims, demands, judgments, awards, and expenses related thereto (including court costs and reasonable fees of attorneys and other professionals) brought or threatened by any third parties, including your clients, arising out of: (i) any breach by you of the terms and conditions of this Agreement; (ii) any failure by you or your authorized agents to comply with applicable laws; (iii) the services provided by you, (iv) any unauthorized representation, warranty, agreement or the like, express or implied, made by you or your authorized agents to or with any third party with respect to any acts or omissions (including statements, representations or warranties not authorized by CRSE); or (v) acts or omissions taken by you in connection with the use of the Marks. Notwithstanding the above, CRSE expressly reserves the right to retain separate counsel to participate in the defense or settlement of any such claims.
11. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL CRSE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, LOSS OF BUSINESS, REVENUE, PROFITS,

OR OTHER ECONOMIC ADVANTAGE, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE ANY OF CRSE MARKS, INCLUDING WITHOUT LIMITATION THE REVOCATION OF YOUR AUTHORIZATION UNDER THIS AGREEMENT, EVEN IF CRSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CRSE LIABILITY UNDER THIS DECLARATION AND AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND DEFAMATION) OR OTHERWISE, EXCEED THE AMOUNT PAID IN APPLICATION/ATTENDANCE FEES FOR CRSE COURSES. LIABILITIES SHALL BE LIMITED AND EXCLUDED, EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **Entire Agreement.** This Agreement and the documents incorporated herein by reference constitute the complete agreement and supersede all prior or contemporaneous oral or written representations and warranties. CRSE may modify the terms and conditions in this Agreement from time to time and you shall be bound by such modification even if your use of the Marks began prior to CRSE modification to this Agreement. No modification by you to this Agreement shall be binding upon CRSE unless in writing and signed by CRSE.
13. **Assignment.** You will not assign or transfer any of your rights or obligations under this Agreement. Any assignment or delegation by you of this Agreement or any of your rights or obligations hereunder shall be null and void. CRSE may assign its rights herein, without your prior consent.
14. **Relationship.** Your relationship with CRSE is that of a designee granted the right to use the Marks of an institution and in no way constitutes an independent contractor, partnership, franchise, joint venture, agency, or employment relationship.
15. **Severability.** If any provision of this Agreement shall contravene, be invalid under or be inconsistent with the laws of the country or jurisdiction in which this Agreement shall be performed or enforced, or any portion thereof, then such contravention, invalidity or inconsistency shall not invalidate this entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it valid and enforceable and if no such modification shall render it valid and enforceable, then this Agreement shall be construed as if not containing the provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

16. **Waiver.** No delay on the part of CRSE in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver shall be deemed by any course of conduct or acquiescence and shall not be enforceable against CRSE unless in writing, signed by CRSE, and shall be limited solely to the one event.
17. **Enforcement.** If you do not cease use of any and all Marks immediately upon revocation, relinquishment, or termination, or you violate the provisions of this Agreement, such action shall be considered exceptional, and you will pay any expenses CRSE may incur while enforcing this provision, including, but not limited to, attorney's fees.
18. **Choice of Law; Forum.** This Agreement and any action relating thereto shall be governed by and construed and enforced in accordance with the laws of the State of Pennsylvania. No choice of law rules of any jurisdiction will apply. Any dispute relating in any way to your use of the Marks shall be submitted to confidential arbitration in the State of Pennsylvania, except that, to the extent you have in any manner violated or threatened to violate CRSE intellectual property rights, CRSE may seek injunctive or other appropriate relief in any state or federal court in the State of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

PRIVACY POLICY

- 1) **Our Commitment to Privacy.** Protecting your privacy and the personal information you provide is a top priority for us, and we want our users to fully understand what information we collect, how we use this information, and the steps we take to protect your personal information. Please read this privacy policy to learn more about the policies and procedures we have put in place to achieve this goal.
 - a) We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon posting the revised Privacy Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid email address with us, review this site and

this Privacy Policy periodically and to be aware of any modifications. In any event, your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

- b) Note that the policies and procedures we describe here apply to this website (the "Site"). This Privacy Policy does not apply to the products or services provided by third parties that may be obtained or accessed using the Site.
- c) You may obtain a copy of our Privacy Policy and information-sharing disclosure by contacting us at 717-926-1811 or info@crsere.com and requesting such information.

2) **What Information is Collected.** We collect personal information and non-personal information through the Site. Personal information is information that identifies you as an individual. Non-personal information is aggregated information, demographic information, IP addresses and any other information that does not reveal your specific identity.

- a) **Personal information.** We may collect the following types of personal information:
 - b) Contact Information. Information provided by you in our online forms, registration forms and/or when setting up a member account.
 - c) Credit Card Information. We may in certain cases maintain encrypted credit card information along with related information ("Credit Card Information") when an individual places an order with us.
 - d) Information you provide to us through customer service correspondence and general feedback in which you are identified.
- e) **Non-Personal information.** When you visit the Site, we may collect non-personal information, such as a catalog of the Site pages you visit. Non-personal information is generally collected through the Site from the following sources: server log files, environmental variables, cookies, and other similar technologies and information that you voluntarily provide. We also collect non-personal information (e.g., your geographic location, etc.) when you voluntarily provide such information to us. When such information is not combined with any personal information, such information is considered to be non-personal information, as it does not personally identify you or any other user. Additionally, we may aggregate personal information in a manner such that the end-product does not personally identify you or any other user of the Site. Such aggregate information is considered non-personal information for purposes of this Policy.

3) **How and When the Information is Used?**

- a) **Credit Card Information.** When Credit Card Information is submitted to us, such information is protected with SSL encryption. We will use the Credit Card Information for purposes of processing and completing the purchase transaction, and the Credit Card Information will be disclosed to third parties only as necessary to complete the purchase transaction.
- b) **Other Personal Information.** We may use other personal information we collect in the following ways:
- c) **Internal Business Purposes.** We may use personal information for our internal business purposes, such as data analysis, audits and customer service.

- d) **Fulfillment of Requests.** We may use personal information collected about you to provide you with products, services or information that you request, including information and/or confirmation relating to the creation of your account or any changes made to it.
 - e) **Administrative Communications.** From time to time we may use personal information to send you important information regarding the Site, or changes to our terms, conditions, rules and policies.
 - f) **Marketing.** In addition, we may also use personal information to aid us in providing our customers with targeted promotions. You authorize us to use personal information to inform you of programs, services and promotions that we believe may be of interest to you, including but not limited to offer our products and services to you, or to make you aware of information, events or activities we sponsor.
 - g) **Disclosure of Your Contact Information to Third Parties.** Note that we may share your contact information with reputable third parties who offer products or services we believe might be of interest to you.
 - h) **Opt-Out Right.** You may opt out of having your personal information used by us for secondary purposes, disclosure to third parties, or used by us or third parties to send promotional correspondences to you, by contacting us via e-mail or telephone at 717-926-1811 info@crsere.com.
 - i) **Non-Personal Information.** Because non-personal information does not personally identify you, we may use such information for any purpose. For example, we may collect and use data as a form of aggregate information to compile reports or statistics about our users, or to anonymously determine how much time Site visitors spend on each page of our Site, how visitors navigate throughout the Site and how we may tailor our web pages to better meet the needs of our users. In addition, we reserve the right to disclose such non personal information to other third parties, for any purpose.
- 1) **Member Profiles.** Site Members may choose to create profiles that are publicly visible for the benefit of the member. You understand that profile information will be available to all Site users and may become generally available on the Internet. You should therefore use discretion when creating a Member profile and populating such profiles with personal information.
 - 2) **Legal Requests.** We cooperate with law enforcement authorities, as well as with other third parties, to enforce laws, intellectual property rights, and to prevent fraud. In response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can, and you authorize us to, disclose your information.
 - 3) **How We Protect Your Information.** The privacy and protection of your information is important to us. We therefore use practices that are consistent with standards in the industry to protect your privacy. Please note, however, that no transmission over the Internet or telephone can be fully guaranteed in its confidentiality and non-disclosure, and as such you transmit at your own risk.
 - a) Your access to your free user account is password protected. We advise that you do not disclose your password to anyone. In addition, we recommend you sign out of password-protected services at the end of your session. You are

responsible for all actions taken with your login name and password. Your user password should be held in strict confidence. If you lose control of your password, you may lose substantial control over your account. Therefore, if your password has been compromised for any reason, you should immediately change your password. We offer you the ability to review and change your account information by logging onto the Site, and once logged in as a registered user, you may change your password and user preferences. Please contact us at 717-926-1811 or info@crsere.com if you are unable to change your password.

- 4) **Consent.** By using our website or submitting information through it, you consent to the collection and use of your personal information as described in this Privacy Policy.
- 5) **Changes to Privacy Policy.** If our Privacy Policy or procedures change, we will immediately post those changes to our website. Any such changes will be effective immediately, unless otherwise stated in the change.
- 6) **Effective Date.** This Privacy Policy is effective as of January 1, 2020.