

Terms and Conditions for use of Dura-Line Academy Websites and Service

1. Program Information

The Dura-Line Academy Program ("the Program") is operated by the Dura-Line Corporation and provides access to a range of Program related websites available for users who have a Dura-Line Academy Username and Password (the "Websites"). The Websites contain content relevant to the Program and are also designed to enable some collaboration (the "Service") among users. The Service enables users to create personal profiles (the "Profile") that can be searched and viewed by other users. The Service also may include discussion forums, chat, electronic messaging, survey tools, blogs, wikis or other collaborative tools that Dura-Line Academy might make available in its discretion. Dura-Line may modify, enhance, restrict or terminate Websites and / or the Service in its discretion at any time and without notice.

2. The Agreement and Agreement's changes

This Agreement is made up of the Terms and Conditions set out below, which are specific to the Program Websites and Service. This Agreement covers all visits to the Websites and any use of the Service. If you stop visiting the Websites or stop using the Service, this Agreement remains in effect with respect to your previous visits to the Websites and/or use of the Service.

Dura-Line may change or supplement the terms of this Agreement from time to time in the event of at least one of the following important reasons (closed catalog): a. changing the terms of use of the Program Websites or the Service, which does not worsen the situation of users compared to the current one; b. the need to update Dura Line's data indicated in the Terms and Conditions; c. changes in the way of using the Program Website or the Service related to the appearance of new functionalities or removal of the existing ones; d. changes in the provisions of applicable law that regulate the Dura Line's business or which affects the mutual rights and obligations of Dura Line and users or the issuance of a judgment or decision that may affect Dura Line's business and, consequently, mutual rights and obligations of Dura Line and users; e. changes in the functioning of the Program Website or the Service, resulting from objective and independent reasons of technical or technological nature.. Dura-Line will exercise reasonable efforts to provide notice of any material changes to the Agreement (e.g., by posting on the Websites). Within 14 days of posting changes to the Agreement, the changes will be binding. If you do not agree with the changes, you should discontinue using the Websites or Service. If you continue using the Websites or Service after such 14 days period, you will have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby included in this Agreement.

3. Rules and Regulations

This Agreement sets forth the following legally binding Rules and Regulations for the Websites and the Service.

3.1 Posting Content.

Some of the information on the Websites is posted by third party users such as you. Please choose carefully the information you post, either in a Profile or elsewhere on the Websites. You are solely responsible for what you post. The following is a partial list of what you are prohibited from posting:

Anything unlawful, libelous, threatening, obscene, discriminatory, or otherwise objectionable as determined in Dura-Line's sole discretion;

Content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise objectionable;

Information prohibited from disclosure under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, exam questions and/or answers in use);

Content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone;

Any information or data that misrepresents the identity, characteristics or qualifications of you or any other person, including but not limited to the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;

Any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes" or any similar form of solicitation. This prohibition includes but is not limited to a) using invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) using the Service to connect to people who don't know you and then sending unsolicited promotional

messages to those direct connections without their permission; and c) sending messages to distribution lists, newsgroup aliases, or group aliases for purposes of spamming or solicitation;
Any virus, malware or other harmful code;
Anything that disrupts or interferes with the Service or other functionality of the Websites;
Any solicitations for business (except on those Site(s) that expressly permit Academy alumni to discuss potential career opportunities);
Any other content that, in Dura-Line's sole discretion, undermines the purpose of the Websites or otherwise reflects unfavorably upon Dura-Line, its partners, affiliates or customers.

Be advised that other users may violate one or more of the above prohibitions, but Dura-Line assumes no responsibility or liability for such actions. If you become aware of misuse of the Websites or Service by any person, please contact academy@duraline.com. Dura-Line may investigate any complaints and violations that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or Profiles. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will Dura-Line be liable in any way for any data or other content on the Websites, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content on the Websites. If at any time you are not happy with the Websites or the Service or object to any material on the Websites, your sole remedy is to cease using the Websites or the Service.

3.2 Laws and Reporting.

You may not use the Websites or Service in any manner inconsistent with applicable law or for any illegal purpose, including but not limited to conspiring to violate laws or regulations. Recognizing the global nature of the Internet, you also agree to comply with applicable local rules or codes of conduct (including codes imposed by your employer) regarding online behavior and acceptable content. Additionally, you agree to comply with applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Dura-Line reserves the right to investigate and take appropriate action against anyone who, in Dura-Line's sole discretion, is suspected of violating this provision, including without limitation, reporting you to law enforcement authorities. Use of the Service is void where prohibited.

3.3 Eligibility.

You affirm that you are 13 years of age or older. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Access may be terminated without warning if we believe that you are underage or otherwise ineligible.

3.4 Username and Password.

During the registration process, you will be asked to select a username. Each user is required to have a unique username and password. You may not select as your username the name of another person to the extent that could cause deception or confusion; a name which violates any trademark right, copyright, or other proprietary right; or a name which Dura-Line deems in its discretion to be vulgar or otherwise offensive. Dura-Line reserves the right to delete or change any username for any reason or no reason. You are fully responsible for all activities conducted through or under your username. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the username or password of another user at any time or to disclose your password to any third party. If you believe your password has been compromised, please change your password immediately. If problems with your password persist, please contact the Dura-Line Academy at academy@duraline.com. You are solely responsible for any and all use of your login information (username and/or password).

3.5 Competitive Use and Transfers.

You may not trade, sell or otherwise transfer your account to any other person without Dura-Line's written consent. You may not use the Websites or the Service to advertise, promote, endorse or market, directly or indirectly, any products, services, solutions or other technologies that, in Dura-Line's sole and absolute discretion, compete with the products, services, solutions or technologies of Dura-Line.

4. Monitoring.

Nothing in this Agreement requires Dura-Line to monitor or edit the Websites. If at any time Dura-Line chooses, in its sole discretion, to monitor or edit the Websites, Dura-Line assumes no responsibility for anything submitted by users, no obligation to modify or remove any inappropriate submissions and no responsibility for the conduct of any user, except as required under applicable law. Dura-Line does not endorse and has no control over what users post or submit to the Websites. Dura-Line cannot guarantee the accuracy of any information submitted by any user of the websites, nor any identity information about any user. Dura-Line reserves the right, in its sole discretion, to reject, refuse to post or remove any Profile, posting or other data, or to restrict, suspend, or terminate any user's access to all or any part of the Websites or Service at any time, for any or no reason, with or without prior notice, and without liability. Upon any

suspension or termination, Dura-Line may retain or delete, in its sole discretion, any information or content that you previously provided. You agree that Dura-Line has no liability whatsoever if it refuses to post your submissions or edits, restricts or removes your submissions.

5. Ownership /Licenses

- 5.1 Dura-Line does not claim any ownership rights in any text, files, images, photos, video, sounds, works of authorship or other materials that users upload to the Websites or transmit via the Service ("User Content" or your "Content"). However, you understand and agree that by uploading Content to the Websites, transmitting Content using the Service or otherwise providing Content to Dura-Line, you automatically grant (and warrant and represent you have a right to grant) to Dura-Line a world-wide, royalty-free, sublicensable (so Dura-Line affiliates or contractors can deliver the Service) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Websites and/or the Service. Dura-Line will treat any User Content as non-confidential and public. Please do not submit confidential or private information. Dura-Line may distribute your Content, in whole or in part, to third party sites. You agree that any other user of the Websites or any other site on which your Content is exhibited may access, view, store or reproduce your Content for such user's personal use or otherwise in connection with use of such site and/or the Service.
- 5.2 The Websites and the Service also contain content owned by or licensed to Dura-Line ("Dura-Line Content"). Dura-Line owns and retains all rights in the Dura-Line Content and the Service, including all intellectual property rights. Dura-Line hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Dura-Line Content (excluding any software code) solely for your personal use to view the Websites and otherwise as necessary to use the Service. Except as set forth above, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of Dura-Line or any third party. All licenses not expressly granted by Dura-Line are reserved.
- 5.3 You agree that even though you may retain certain copyright or other intellectual property rights with respect to content you upload while using the Websites, you do not own any data Dura-Line stores on Dura-Line servers (including without limitation any data representing or embodying any or all of your content). Your intellectual property rights do not confer any rights of access to the Websites or any rights to data stored by or on behalf of Dura-Line.

6. User Disputes.

You are solely responsible for your interactions with other users. Dura-Line reserves the right, but has no obligation, to monitor disputes between you and other users.

7. Privacy.

Use of the Websites and Service is also subject to the Dura-Line Privacy Policy, located [here](#), and where applicable the Dura-Line Cookie Notice located [here](#) which are incorporated into this Agreement by this reference.

- 7.1 In order to provide the Program and the Service, participant data (including enrollment details, course progress and completion information) may be shared with Program Coordinators, Instructors and Evaluators from within Dura-Line and/or participant organizations. This data sharing is to enable Dura-Line to deliver appropriate training enrollment, instruction and evaluation to Program participants.
- 7.2 Use of the Websites and Service is subject to the Dura-Line Privacy Policy, located here and where applicable the Dura-Line Cookie Notice located here which are incorporated into this Agreement by this reference.

8. Additional Disclaimer - Technical Errors.

Dura-Line assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any user communication. Dura-Line is not responsible for any problems or technical malfunction of any communication network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from using the Websites or the Service.

9. Indemnity.

You agree to defend, indemnify and hold Dura-Line, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees and Dura-Line's suppliers, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by a party arising out of or related to: (i) your use of the Websites or the Service, (ii) your breach of this Agreement; or (iii) your Content.

10. Disputes.

If there is any dispute about or in any way involving the Websites or the Service, you agree that the dispute shall be governed by the relevant applicable laws.

11. Costs and Fees.

Except where you are expressly advised otherwise during the course of your use of the Websites and/or Service, the Websites and Service are provided at no charge. You are solely responsible for any costs and expenses you incur as a result of your use of the Websites or the Service such as the costs of your Internet connection and transfer. You agree that Dura-Line may later require users to pay a fee to continue to use the Websites or the Service.

12. General.

Subject to that, this Agreement constitutes the entire agreement between you and Dura-Line regarding the use of the Websites and the Service. The failure of Dura-Line to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

13. Disclaimer – Dura Line Academy.

Dura-Line Academy is not a registered training organization for the purposes of any applicable legislation, and is not authorized to, and does not, conduct accredited or registered training programs.

The Program, also referred to as the Dura-Line Academy Certified Installer competency assessment program, offered by Dura-Line corporation is designed to assess the level of conduit installation theoretical knowledge and practical competency as of the date the assessment is conducted. Dura-Line Academy recognizes participants who have successfully completed the Program as "Dura-Line Academy Certified Installers." The Program is supported and recognized by various stakeholders of infrastructure assets.

Digital Badges issued to learners by Dura-Line Academy denote only that learners have completed the specifically mentioned course on the date specified, as outlined in the Digital Badge information page.

Certificates of Completion issued to learners by Dura-Line Academy denote only that learners have demonstrated the level of theoretical knowledge to complete the specifically mentioned exam on the date specified, as outlined in the Certificate of Completion.

The Program is not an accredited, mandated or industry-regulated program. Completion of, or participation in, the Program by a learner does not bestow or confer on the Certified Installer any formal accreditation or qualification and is only indicative of a participant's assessed knowledge and practical competence. Dura-Line does not guarantee or warrant the experience, expertise, knowledge, or skill of the Certified Installer, nor that the Certified Installer is (or remains) qualified to provide asset installation services, nor that the Certified Installer will be able to correctly or accurately install infrastructures, assets, and/or utilities on each attempted instance.

To the maximum extent permitted by law, Dura-Line and its employees, agents, contractors, and consultants, expressly exclude all liability for any actions, claims, costs, demands, damages, expenses, liabilities, or losses of any kind whatsoever incurred or suffered by any party arising from or in any way connected or related to:

a Certified Installer's Organization, or a Certified Installer's use of Dura-Line Academy certification trademark, or any other device or statement signifying that the Certified Installer is a Certified Installer;

a Certified Installer's completion of, or participation in, the Program;

reliance on a Digital Badge, Certificate of Completion issued by Dura-Line Academy to a Certified Installer, or the Certified Installer's completion of, or participation in, the Program;

the provision of any incorrect or incomplete information by a Certified Installer's Organization, or a Certified Installer, to any third party;

the failure or inability of a Certified Installer to correctly or accurately install assets; or any act, omission, negligence, representation or statement of a Certified Installer Organization, or a Certified

Installer in the course of advertising, promoting or carrying out or providing its asset installation services.

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