

e-idtraining.com® Service Agreement

e-idtraining.com® SERVICE AGREEMENT

THE FOLLOWING, APPLIES TO YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) AND SHALL CONSTITUTE OUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS AGREEMENT CAREFULLY AND CHECK THE AGREE BOX TO ACCESS THE e-idtraining.com® WEBSITE AND/OR SERVICE(S).

OUR SERVICES AND THE e-idtraining.com® WEBSITE SHALL BE REFERRED TO IN THIS AGREEMENT AS “THE e-idtraining.com® SERVICE(S)”, THE “SERVICE(S)” OR THE “e-idtraining.com® WEBSITE”.

1.0 ACCEPTANCE OF TERMS: Everyone who uses the Service – including trial versions of the Service shall be bound by this Agreement. If you do not agree to the terms and conditions set forth below, then you should not access or use the Service.

2.0 LICENSE: Upon your acceptance of this Service Agreement, e-idtraining.com® will grant you nonexclusive access to the e-idtraining.com® Ecommerce Website System. You must pay all usage fees (see Section 4.1 below) prior to accessing the e-idtraining.com® Service. You agree to not access the Service by any OTHER means. The e-idtraining.com® Service may include certain communications from e-idtraining.com®. As part of your e-idtraining.com® Service you will not be able to opt out of receiving these communications.

3.0 REGISTRATION: To access the Service you may be asked to provide e-idtraining.com® with personal and/or organizational information in addition to other information that we may request. In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organization, and (ii) maintain and promptly update during the term of this Agreement your personal/organizational information to keep it true, accurate, current and complete. If e-idtraining.com® has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, you agree that e-idtraining.com® may suspend and/or terminate your account. You are responsible for maintaining the confidentiality of any passwords and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared and you may not permit any other person to use them, other than an authorized e-idtraining.com® representative.

4.0 TERM AND TERMINATION This Agreement commences on the date of acceptance by you of this Agreement and payment of required usage fees, and continues for one year from payment date, completion of the purchased course, or termination for cause by e-idtraining.com®, whichever occurs FIRST.

4.1 FEES Usage fees to use the e-idtraining.com® Website or any of its marketed products and services are as posted on the website. You are responsible for paying such fees prior to accessing the relevant resources.

4.2 REFUND POLICY: Once a course has been purchased, the enrollee has 10 days from the payment date to submit a request for a refund, provided the student has not started the course. Once the course has been started, no refunds will be given.

4.3 TERMINATION: All products are sold “as is”. All sales are final. The customer assumes the responsibility for the purchase, and no refunds will be issued once a course has been started (see section 4.2 - Refund Policy). Requests to terminate the Service may be given in writing (via email or by letter) to e-idtraining.com®. You have 10 days to submit a request for a refund. See 4.2 Refund Policy.

If you cancel the Service, your cancellation will take effect within five days of our receipt of your notice. After cancellation, you will no longer be able to access the Service and all information contained therein may be deleted by e-idtraining.com®. You agree to release e-idtraining.com® from any liability for such deleted information or content.

4.4 e-idtraining.com® TERMINATION OF SERVICE: e-idtraining.com® may, under certain circumstances and without prior notice, immediately terminate your access to the Services. Cause for such termination shall include, but not be limited to, (1) breaches or violations of the Agreement, including the failure to pay fees that are due, (2) requests by law enforcement or other government agencies, (3) a request by you, or (4) suspected illegal or immoral behavior. Such termination of the Service may result in the forfeiture of access to historical data. No refunds will be given upon termination.

4.5 CANCELLATION OF PAYMENT: any cancellation of payment by Enrollee or the company or organization of the Enrollee, will be considered non-payment and a breach of the agreement. Any certification of completion will be cancelled and the authorities (IRS or other) will be notified that the certificate of completion has been withdrawn.

5.0 SURVIVAL: The following provisions will survive any expiration or termination of the Agreement: Sections 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0 and their subsections.

6.0 e-idtraining.com® PRIVACY POLICY: A statement of the e-idtraining.com® “Privacy Policy” is available on the e-idtraining.com website. All data is subject to our Privacy Policy. e-idtraining.com® maintains such information obtained from you in accordance with e-idtraining.com’s privacy policy at http://media.wix.com/ugd/76a81e_cfd66b0a914f420fa3f46a8d3934a59a.pdf

7.0 RESTRICTIONS ON USE OF SERVICE: The purchaser agrees to the following restrictions:

7.1 No Offensive Content. You agree that you will not use or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.

7.2 No Illegal Material or Encouragement of Illegal Behavior: You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to material that would constitute or encourage a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, rule or regulation. You agree that you will not use this site to commit a crime, or to plan, encourage or help others to commit a crime.

7.3 No Violation Of Copyright, Trademark or Trade Secret Rights: You agree that you will not use the e-idtraining.com® Website to publish, post, distribute or disseminate another's proprietary information, including but not limited to trademarks, trade secrets or copyrighted information, without the express authorization of the rights holder.

7.4 No "Spamming," Advertisements or Chain Letters. You agree that you will not use, or allow others to use, your account or use the information available through e-idtraining.com® Website, to post, transmit, promote, or facilitate the distribution of any advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation. You will not post or transmit requests for money to persons not personally known to you, petitions for signature, chain letters or letters relating to pyramid schemes. We reserve the right, in our sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation.

7.5 No "Hacking." You agree that you will not use, or allow others to use, your account to unlawfully access other computers or services, or to cause a disruption of service to other e-idtraining.com® Website users. Additionally, you will not "hack" the e-idtraining.com website to obtain information or data on other users of the training.

7.6 No Impersonation of Others. You agree that you will not use the Service to impersonate another user or otherwise falsify one's user name in an e-mail or in any post or transmission to any person, group or mailing list. This includes, but is not limited to, taking a course and the tests in that course for another person.

7.7 No "Viruses." You agree that you will not use, nor allow others to use, your account to intentionally transmit computer "viruses," or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software programs.

7.8 e-idtraining.com®'s Right to Remove. e-idtraining.com® reserves the right not to post any data or materials to or to remove any data or materials from its site without notice to a user and without liability to e-idtraining.com®. You agree to release e-idtraining.com® from any claims or allegations that may result from such removal. Further, you agree to release e-idtraining.com® from any liability, cost or damage arising out of any action or inaction of any Enrollee or other user of the e-idtraining.com Website or the Service that is in violation of law or of this or any other agreement e-idtraining.com®.

7.9 Violation of these restriction: will result in cancellation of the services, cancellation of delivery of any certificate do Completion and notification of the appropriate authority that any Certificate of Completion is not valid.

8.0 OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY: The Service and the e-idtraining.com® Website may not be used for any purpose not expressly permitted by this Agreement. Your use of the Service and the e-idtraining.com® Website does not transfer to you any ownership or other rights in the Service of e-idtraining.com® Website or its content. You may not copy, imitate, reproduce, republish, upload, post, transmit, modify, index, catalogue or distribute in any way, in whole or in part, the Services of the e-idtraining.com® Website or any part thereof without express written permission from e-idtraining.com. You agree to abide by all applicable local, state, federal and international laws, treaties and regulations in connection with your use of the Service. You are responsible for maintaining the security and overseeing your pages of the e-idtraining.com® Website and the activities that occur

through your account, including those of your Enrollees. You agree to (1) immediately notify e-idtraining.com® of any unauthorized use of your password or account or any other breach of security or of this Agreement of which you become aware, and (2) exit from your account at the end of each session.

All user names and passwords remain the property of e-idtraining.com® and may be cancelled, changed or suspended at any time by e-idtraining.com® without notice and without e-idtraining.com® incurring any liability for the same. e-idtraining.com® is not under any obligation to verify the actual identity or authority of any user who has accessed the e-idtraining.com® Website via your user name and password. You agree that e-idtraining.com® is not liable for any loss or damage from your failure, or an Enrollee's failure, to fully comply with the terms of this Agreement. Under no circumstances will e-idtraining.com® be liable, in any way, for any acts of commission or omission by you or an Enrollee, including any damages of any kind incurred as a result of such acts of commission or omission.

9.0 ACCOUNT HOLDER/USER/ENROLLEE OBLIGATION & RESPONSIBILITIES: You may be permitted to post content on your pages of the E e-idtraining.com® Website ("Content"). e-idtraining.com® is not responsible for any Content that you upload, post, transmit or otherwise make available via the Service. You hereby agree that you are the owner or validly authorized licensee with respect to any and all Content provided by you for use on the Service, and you hereby grant to e-idtraining.com® a worldwide, non-exclusive license to copy, store, transmit, digitally display and otherwise distribute such content to your Enrollees as part of the Service. Under no circumstances will e-idtraining.com® be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. e-idtraining.com® has the right to remove any Content that in e-idtraining.com®'s sole judgment violates the spirit or letter of this Agreement.

10.0 WARRANTIES AND DISCLAIMERS

10.1 THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND USE OF THE SERVICE IS AT YOUR OWN RISK. e-idtraining.com® DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. e-idtraining.com® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10.2 FDR Materials: The FDR Materials are protected by the copyright laws of the United States. DUPLICATION OF THE FDR MATERIALS IS STRICTLY PROHIBITED. No duplication, modification, distribution or other use of the images, texts, programs or other materials is permitted without the express prior written consent of e-idtraining.com®.

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10.3 e-idtraining.com® DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM e-idtraining.com®'s DATA CENTER AND THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS TAKEN OR THE FAILURE TO ACT BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH YOU OR AN ENROLLEE'S CONNECTION TO THE INTERNET MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH e-idtraining.com® WILL USE COMMERCIALY REASONABLE EFFORTS AS IT DEEMS APPROPRIATE TO AVOID AND ADDRESS SUCH EVENTS, e-idtraining.com® CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, e-idtraining.com® DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICE AND THE e-idtraining.com® WEBSITE. e-idtraining.com® DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE WEBSITE OR RELATED SOFTWARE WILL BE CORRECTED.

10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (E) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

11. LIMITATIONS OF LIABILITY.

11.1 EXCLUSIONS. YOU AGREE THAT IN NO EVENT WILL e-idtraining.com® BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF THE SERVICE OR INTERRUPTION IN YOUR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11.2 LIMITATIONS. YOU AGREE THAT e-idtraining.com®, ITS AFFILIATES, EMPLOYEES, OFFICERS AND AGENTS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, RESULTING FROM DELAYS OR INTERRUPTIONS OF SERVICE DUE TO MECHANICAL, ELECTRICAL OR [WIRE DEFECTS OR DIFFICULTIES], STORMS, STRIKES, WALK-OUTS, EQUIPMENT OR SYSTEMS FAILURES, OR OTHER CAUSES OVER WHICH e-idtraining.com®, ITS AFFILIATES, EMPLOYEES,

OFFICERS, OR AGENTS AGAINST WHOM LIABILITY IS SOUGHT, HAVE NO REASONABLE CONTROL, OR FOR LOSS OR DAMAGE, DIRECT OR INDIRECT, RESULTING FROM INACCURACIES, ERRONEOUS STATEMENTS, ERRORS OF FACTS, OMISSIONS, OR ERRORS IN THE TRANSMISSION OR DELIVERY OF SERVICES, OR ANY DATA PROVIDED AS A PART OF THE SERVICE. 10.3 MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, e-idtraining.com®'s MAXIMUM AGGREGATE LIABILITY TO YOU RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO e-idtraining.com® FOR THE SERVICE.

11.3 MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, e-idtraining.com®'s MAXIMUM AGGREGATE LIABILITY TO YOU RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO e-idtraining.com® FOR THE SERVICE.

12.0 ADDITIONAL SOFTWARE: With respect to any additional software that may be made available or recommended by e-idtraining.com® in connection with the Service, if you elect to download or access such additional software, you understand that you may be required to agree to additional terms and conditions before you use such software.

13 .0 EXTERNAL LINKS: The Service or the e-idtraining.com® Website may provide links to other Internet sites or resources. e-idtraining.com® has no control over such sites and resources and is not responsible for any damage or loss resulting from your access or use of such site.

14.0 INDEMNIFICATION: You, individually and on behalf of your organization, agree to indemnify, reimburse, defend and hold harmless e-idtraining.com®, and its subsidiaries, affiliates, related entities, officers, directors, shareholders, agents, co-branders or other partners, employees, customers, successors and assigns from any liability, cost, expense, loss, claim or demand, including attorneys' fees and costs (collectively, "Losses") resulting or arising from any breach of any part of this Agreement, any use of the Service or any loss arising out of the conduct of business by you, including but not limited to any of the following actions taken by you, your Enrollees, or other representatives of you or users of the Service through your account: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, obscenity, slander, pornography, or violations of rights of privacy or publicity; (c) spamming or other offensive, harassing or illegal conduct or action; or (d) any other violations of applicable law or regulation. Each party agrees to provide prompt written notice of the existence of any loss or potential loss of which it becomes aware, and e-idtraining.com® shall have an opportunity to participate in the defense thereof.

15.0. MODIFICATIONS: e-idtraining.com® reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) or to modify usage fees. You agree that e-idtraining.com® shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

16.0 INTELLECTUAL PROPERTY The Service and all applicable software/programming code, trademarks, marketing systems, etc. used in connection with the Service ("Software") contains proprietary and confidential information of e-idtraining.com® that is protected by U.S. law and international treaties. Except as expressly authorized in writing by e-idtraining.com®, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. You further agree not to make any use of e-idtraining.com®'s trade or service marks, except as specifically authorized.

17.0. MISCELLANEOUS

17.1 FORCE MAJEURE. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such a cause, and (b) uses its reasonable commercial efforts to promptly correct such a failure or delay in performance.

17.2 GOVERNING LAW. The Agreement and the relationship between you and e-idtraining.com® shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado, USA without regard to its conflict of law provisions. You and e-idtraining.com® agree to submit to the personal and exclusive jurisdiction of the courts located within Chaffee County, Colorado. The failure of e-idtraining.com® to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The Agreement, the Privacy Policy, any applicable Terms of Use for the Service and the Digital Millennium Copyright Act notice constitute the entire agreement between you and e-idtraining.com® and govern your use of the Service, superseding any prior agreements between you and e-idtraining.com® (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use other e-idtraining.com® services, or third-party content, software or services offered through the Service. If any provision of the Agreement or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision to the extent possible. All other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred e-idtraining.com® shall not be responsible to you or any of your Enrollees as a result of any delay or default in the carrying out of its obligations hereunder, which delay or default is due in whole or in part to an event beyond the control of e-idtraining.com®.

You acknowledge and agree that you and your Enrollees will be required to accept these reasonable Terms of Use prior to e-idtraining.com® granting them access to the Service.

All correspondence regarding this agreement should be sent to:

info@e-idtraining.com

Buena Vista Resources LLC

dba e-idtraining.com

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