

Terms and Conditions

NATIONAL ACADEMY OF SPORTS MEDICINE TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO PLACING AN ORDER, PURCHASING AN ONLINE PRODUCT OR OFFERING, OR ENROLLING IN AN EXAMINATION, COURSE, OR MEMBERSHIP WITH THE NATIONAL ACADEMY OF SPORTS MEDICINE ("NASM"), A DIVISION OF ASSESSMENT TECHNOLOGIES INSTITUTE, LLC. THE TERMS AND CONDITIONS SET OUT BELOW ARE A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU ("YOU," "YOUR") AND NASM, AND GOVERN YOUR USE OF NASM PRODUCTS, OFFERINGS, MATERIAL, COURSES, AND MEMBERSHIP, WHETHER DELIVERED BY SHIPMENT OR ACCESSED ONLINE, INCLUDING, BUT NOT LIMITED TO, NASM CURRICULUM, BOOKS, COURSE CONTENT, INSTRUCTIONAL AND TEST PREPARATORY MATERIALS, VIDEOS, TUTORIALS, TESTING AND ASSESSMENT MATERIALS, MEMBER SERVICES, USE AND ACCESS TO WEBSITES AND RELATED NASM RESOURCES AND SERVICES (COLLECTIVELY REFERRED TO HEREIN AS "NASM PRODUCTS") MADE AVAILABLE TO YOU BY NASM, INCLUDING BUT NOT LIMITED TO, THROUGH NASM'S LIVE AND ONLINE SERVICES ("NASM SERVICES"). NASM PRODUCTS AND NASM SERVICES ARE REFERRED TO HEREIN AS "NASM MATERIALS." YOU MUST AGREE TO THESE TERMS BEFORE ESTABLISHING AN ACCOUNT WITH NASM, ORDERING OR ENROLLING WITH NASM. BY CLICKING "I ACCEPT", OR BY ORDERING, ENROLLING IN AN EXAMINATION, COURSE, OR MEMBERSHIP WITH NASM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT CLICK "I ACCEPT", AND/OR PROMPTLY RETURN THE NEW, UNUSED AND UNOPENED MATERIALS TO NASM FOR A REFUND PURSUANT TO THE TERMS OF THIS AGREEMENT.

GENERAL

By purchasing any NASM Materials, enrolling in an examination, course, or membership with or through NASM, you are legally bound to the following terms and conditions. Prices, terms and offerings on NASM's website are subject to change at any time without notice.

YOUR NASM ACCOUNT

Prior to creating an account with NASM ("Account"), you will be required to provide certain information. Upon establishing an Account, you may be provided by NASM with a username, access code or product code. When establishing your Account, You agree to provide complete and accurate information to NASM and to permit NASM to store and use your registration data for use in maintaining your Account. You agree to protect your username and password, as well as any access codes and product codes provided by NASM, and not share them with others or permit any unauthorized use of the NASM Materials. By establishing an Account, you certify and represent that you will be the person taking the course(s) or assessment(s) for which you

have registered and that any attestations which you are required to complete in connection with the foregoing will be completed only by you.

INTELLECTUAL PROPERTY

You understand and agree that NASM Materials constitute intellectual property and proprietary material that is owned by NASM, its affiliates, or its licensors and is protected under intellectual property laws in the United States and other countries, which includes, but is not limited to, copyright. All rights not expressly granted to you under this Agreement are reserved by NASM and its licensors. NASM and other NASM trademarks, service marks, graphics, and logos used in connection with the NASM Materials are trademarks or registered trademarks of NASM in the United States and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the NASM Materials may be the trademarks of their respective owners. NASM and its licensors do not grant to you any right or license in connection with any of the foregoing trademarks, service marks, graphics, or logos.

You agree to abide by all copyright notices and restrictions contained on www.nasm.org, on the Materials and in accordance with this Agreement. You may not copy, distribute, enter into a database, display, perform, create derivative works, transmit or otherwise use any Materials, except that you may download one copy of any Materials accessible online so long as you comply with the terms of this Agreement. All Materials are provided for your own personal, non-commercial use. You may not alter the text or remove any trademark or other notice displayed on the Materials. All rights are reserved.

NO RESALE

Materials are not provided for redistribution or resale under this Agreement.

LICENSE TERMS

NASM Materials made available to you by NASM are licensed, and not sold, to you, subject to the terms of this Agreement and your timely payment of any fees due and payable by you to NASM. Your license to use NASM Materials is subject to your prior acceptance of this Agreement and you agree that these terms will apply to each NASM Material, including any updates or enhancements thereto. You are not authorized to assign or transfer this license or your access code, username, or password to any other person or entity. Other than the rights granted to you in this Agreement, NASM grants you no other rights. You agree not to copy, modify, rent, lease, loan, sublicense, sell, distribute, disassemble, decompile, reverse engineer, or create any derivative works of or based on the NASM Materials (except as and only to the extent that the foregoing restrictions is not permitted under applicable law or to the extent permitted by the license terms of any open-source components included with the NASM Materials). You agree to use NASM Materials only as permitted under this Agreement and any terms delivered with the NASM Materials. Any violation of these terms may subject you to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of your license to use NASM Materials. If NASM reasonably suspects that you have violated this Agreement, or if you have not paid fees any fees that are due and payable by you to NASM, then, without notice to you, NASM may terminate this Agreement, the license, and your Account and deny you further access to NASM Materials. Upon termination of this license, you shall cease all use of the NASM Materials and remain liable for paying all amounts that may be due and payable by you to NASM. NASM reserves the right to modify, suspend, remove, or disable access to any NASM

Materials at any time without notice and in no event will NASM be liable for making any such changes.

REGISTRATION

NASM recommends that examination candidates enroll at least 60 days prior to an anticipated examination date to allow time for shipping of materials, adequate preparation time, and assurance of registration in a workshop (if applicable). All enrollments, including enrollments from bulk purchases, are nontransferable.

ELIGIBILITY

Candidates must be at least 18 years of age to participate in any NASM course or examination. NASM Certified Personal Trainer ("NASM CPT") candidates must show proof of current CPR and AED certification and photo identification to the PSI/LaserGrade testing facility before taking the exam. NASM CPT candidates are not required to purchase, enroll or participate in any NASM educational offering and may register solely for the NASM CPT examination.

NASM Performance Enhancement Specialist ("PES") and NASM Corrective Exercise Specialist ("CES") candidates must hold either a bachelor's degree in a health and fitness field or have a current NASM CPT certification. Candidates may also petition for eligibility with a bachelor's degree in a field other than health and fitness if they have extensive health and fitness industry experience. Exam enrollments and any applicable extension fees must be paid in full before candidates are eligible to take an exam.

NASM BOC CODE OF PROFESSIONAL CONDUCT

All certified and non-certified professionals agree to adhere to the standards outlined in the NASM Board of Certification ("BOC") Code of Professional Conduct, which is available at: <http://www.nasm.org/boc/>. The NASM BOC may revoke or otherwise take action with regard to the certification or application of an individual who is in violation of the NASM BOC Code of Professional Conduct. In addition, the NASM BOC may revoke or otherwise take action with regard to the certification or application of an individual who is or has been convicted of, plead guilty to, or plead nolo contendere (no content) to a felony or misdemeanor. Misdemeanors may be appealed to the NASM BOC by the candidate.

PAYMENT

NASM accepts payment in the form of personal or business checks, cash, money order, Visa, MasterCard and American Express or purchase order (prior approval required). The accepted methods of payment may be changed by NASM at any time in its sole discretion. For orders placed from outside the United States, the only accepted forms of payment are by Visa, MasterCard or American Express. If for any reason payment is incomplete (returned check, declined credit card, etc.), the Account will be placed on hold and the member will be unable to access or complete any online material, quizzes or exams until full payment is received, processed and approved. A two payment option is available for full price bulk purchases of the CPT, PES and/or CES. A minimum of 4 course purchases is required and discounts do not apply when using the two payment option. A 10% finance charge applies to these orders. When paying by installment (not available for all courses), all non-refundable shipping, handling, installment fees and finance charges will be included in the first payment. Subsequent charges will be processed approximately every 30 days following original purchase until payment has been made

in full. NASM is not responsible for any bank fees that may accrue (i.e. insufficient charge fees). Any balances outstanding after 60 days may be referred to a collection agency. In the event that your second and or third installment payments decline, your credit card will be charged daily until payment is successful. If you are delinquent on your second payment, NASM reserves the right to make both your second and third payments due immediately. NASM has the right to reject any order and/or to limit quantities on any order, for any reason at its sole discretion.

RETURNS, REFUNDS, EXCHANGES

NASM has a 15 day return policy on products and courses*. You must contact NASM's Member Services department within 15 days of purchase for approval of all returns. The 15 day return policy is calculated from the date of purchase.

- All shipping, handling, finance and installment fees are non-refundable.
- A 10% restocking fee will be charged on all returns (restocking fee also includes online products and courses).
- Exam extensions and retests are non-refundable.
- Bulk orders will only be refunded if the entire order is returned.
- Individual items purchased as part of a package or course are not eligible for refund.
- Materials (products and courses) purchased by installment need to be returned within 15 days of purchase. After 15 days, the sale is final and scheduled installment charges will continue
- All sales are final after 15 days.
- All enrollments are non-transferable

*If an exam attempt has been made on a course, the entire course is non-refundable.

After initial purchase, corporate discounts will only be honored within 15 days of purchase with proof of employment provided on purchase date. Sales promotions and discounts are not stackable.

NASM will not refund any amounts for materials, workshops, exams or retests returned after 15 days from the date of purchase.

Exchanges are subject to prevailing price differences and are allowed within 15 days of purchase. If a member enrolls for a revised edition of a course, NO return or refund will be offered for the discontinued course. Defective products are eligible for exchange within 15 days of purchase.

CERTIFICATIONS

Certification is available for the NASM Certified Personal Trainer (NASM CPT) designation. You agree not to disclose any portion of the exam to any third party. Any unauthorized disclosure may subject you to civil and criminal penalties. NASM reserves the right to pursue any and all legal action if you violate these terms. Certifications are valid for two years and must be renewed by submitting the NASM Recertification Application, 2.0 approved Continuing Education Units (CEUs), including CPR/AED certification (worth 0.1 CEU), and the prevailing and applicable recertification fee. Certification for the NASM CPT will be awarded upon successful completion (scaled score of 70) of the examination taken at a PSI / LaserGrade

facility. The examination must be scheduled and completed within 180 days of the original examination purchase date. If you do not take your test within 180 days from your purchase date, you may schedule a retest (at an additional cost) at any time after your testing period has expired.

EXAM CANCELLATIONS OR RESCHEDULING

To reschedule or cancel the NASM Certified Personal Trainer (NASM CPT) examination, candidates must call NASM's examination provider, PSI / LaserGrade at 1-800-211-2754 directly. A fee will be charged to candidates who cancel or reschedule an exam with less than 24 hours notice. A fee will be charged to candidates who do not show for a scheduled exam. NASM is not liable for testing site closures and/or additional expenses (e.g. travel) that may be incurred by the candidate during the course of the examination process. Please report site closures to the NASM Board of Certification (1-800-460-6276) for assistance.

NASM CPT RETEST POLICY

NASM CPT candidates who do not successfully pass their examination may purchase a retest. Candidates may purchase multiple retests provided that the original version of the examination is currently available. If the original version is not available, NASM will discuss course upgrade options with the candidate. Candidates must wait at least three or more business days after any failed exam attempt(s) to purchase a retest. After purchasing a retest, candidates must wait at least two business days before calling PSI/LaserGrade at 1-800-211-2754 to schedule their exam. Candidates who purchase retests have 180 days from the date of purchase to attempt the examination.

NASM CPT MONEY BACK JOB GUARANTEE

NASM offers a guarantee that you will secure a job as a personal trainer within 90 days of receiving your NASM CPT certification, or NASM will refund the amounts paid to NASM for such certification (excluding any amounts paid for shipping or installment charges). This money back job guarantee applies to the NASM CPT certification only.

To receive this refund, you must have applied for at least 5 personal trainer positions within such 90 day period and have met the criteria for each such position (including passing any required background checks). Any refund must be requested from NASM's Member Services department within the later of (i) 6 months from receiving your NASM CPT certification and (ii) 12 months of purchasing the NASM CPT course.

NASM reserves the right to request evidence of purchase and/or of job applications and rejections. NASM may, at any time and without prior notice, change the terms of, or discontinue, this NASM CPT Money Back Job Guarantee.

NASM eTEACH GUARANTEE

NASM offers a guarantee that, if you enroll and complete the NASM CPT Assist eTeach course in accordance with the terms and conditions set forth herein, you will pass the NASM CPT examination, or NASM will refund the amounts paid to NASM for such course (excluding any amounts paid for shipping or installment charges). This money back job guarantee applies to the NASM CPT Assist eTeach course only.

To receive this refund, you must meet the following terms and conditions:

- You must purchase the NASM CPT Assist eTeach course on or after July 2012.
- You must purchase a CPT package
- You must complete all tasks and assignments for that week's unit by Sunday 11:59 PM PST, including by:
 - watching all test-prep videos on by Sunday 11:59 PM PST
 - watching all application videos on time Sunday 11:59 PM PST
 - answering all discussion questions on time and scoring 2 or above (1-3 Scale) Sunday 11:59 PM PST
 - completing all quizzes (excluding the Unit 1 quiz) at 70% or better by Sunday 11:59 PM PST , excluding the Unit 1 quiz and providing that the lowest quiz score will be dropped
 - completing the midterm at 80% or better by Sunday 11:59 PM PST
 - completing the final exam at 80% or better by Sunday 11:59 PM PST
 - watching all assigned quiz review videos by Sunday 11:59 PM PST
 - completing all assigned reading assignments by Sunday 11:59 PM PST
- You must complete the Adult CPR/AED Certification at least 2 weeks prior to your scheduled exam date
- You must take the CPT4 Credentialing exam within four (4) weeks of completing the final week of the NASM CPT Assist: eTeach course

Any refund must be requested from NASM's Member Services department within thirty (30) days after taking the NASM CPT examination. This NASM CPT eTeach Guarantee only applies to the failure of the CPT4 Credentialing exam taken with 4 weeks of completing your final week of the NASM CPT Assist: eTeach course and only to amounts actually paid for the NASM CPT Assist eTeach course.

NASM reserves the right to request evidence of purchase and/or of examination failure. NASM may, at any time and without prior notice, change the terms of, or discontinue, this NASM eTeach Guarantee.

ADVANCED SPECIALIZATIONS

Advanced credentials are available for the NASM Performance Enhancement Specialist ("PES") and NASM Corrective Exercise Specialist ("CES") designations. The exam must be completed within 365 days of the original purchase date. If you do not take your test within 365 days from your purchase date, you may schedule a retest (at an additional cost) at any time after your testing period has expired. Advanced Specializations do not expire and do not require renewal.

ADVANCED SPECIALIZATION RETEST POLICY

Candidates who do not successfully pass the PES or CES exams may call NASM-BOC three or more business days after your testing date to purchase a retest. Students will have 365 days from the retest purchase date to take the exam.

SHARECARE PRO FITNESS PLATFORM MEMBERSHIP

NASM and Sharecare, Inc. ("Sharecare") have partnered to offer memberships to the Sharecare

PRO Fitness Platform to NASM members and candidates. In addition to the terms set forth herein, the purchase of a membership to the Sharecare PRO Fitness Platform is subject to the terms and conditions included as part of your registration with Sharecare. By ordering a membership to the Sharecare PRO Fitness Platform through NASM, you are expressly agreeing that NASM is permitted to bill you a monthly non-refundable subscription fee, any applicable tax and any other charges you may incur in connection with your use of the Sharecare PRO Fitness Platform. The subscription fee will be billed at the beginning of your subscription and on each monthly renewal thereafter unless and until your membership is cancelled. We will automatically bill the method of payment provided to NASM during the initial ordering process each month on the calendar day corresponding to the commencement of your membership. Your Sharecare PRO Fitness Platform membership will be automatically renewed on a monthly basis. You must cancel your membership before it renews each month in order to avoid billing of the next month's subscription fees to your payment method. Memberships to the Sharecare PRO Fitness Platform ordered through NASM may be cancelled by you at any time by contacting NASM's Member Services department or by NASM or Sharecare for any or no reason and without prior notice.

WORKSHOPS

The purpose of a workshop is to provide participants with a live, practical application of the subject matter. Participation in a workshop does not guarantee improved performance on the exam.

- Participants are responsible for scheduling their own workshop within the NASM eLearning Center at least one week prior to the workshop.
- Participants are allowed to select which workshop they would like to attend within the NASM eLearning Center provided that the course they purchased the workshop under is currently available.
- Participants may cancel their workshop within one week of the workshop for the current transfer fee. Contact NASM Member Services (800-460-6276) for more information.
- Failure to attend a workshop will result in the forfeiture of the cost of the workshop. A replacement workshop will be charged at full price.
- Only those participants who are enrolled in a workshop through the NASM eLearning Center may attend the workshop.
- Continuing Education Credits ("CEUs") will only be awarded to participants for attending the entire workshop. Attendees must be currently certified to be awarded workshop CEUs.
- Workshop days must be taken concurrently and no refunds or CEUs will be awarded for incomplete attendance.

RECERTIFICATION

The NASM CPT certification must be recertified every two years. 2.0 CEUs from an NASM approved provider must be completed before the certification expiration date, or within 90 days of the expiration date including a late fee. Recertification applications will be accepted by the NASM Board of Certification up to one year after the expiration date, provided that the candidate is ADULT CPR/AED certified, has completed 2.0 CEUs before the certification

expiration date or within 90 days of the expiration date, and has paid a current late fee and the current recertification fee.

Specific requirements are as follows:

1. Complete the NASM Recertification Application.
2. Include documentation of 1.9 continuing education units from an NASM approved provider.
3. Include a copy of the front and back of your ADULT CPR/AED certification from an approved ADULT CPR/AED provider. This will count for .1 CEUs.
4. Include the then current recertification fee.
5. Include any late fees, if applicable.
6. Mail all items prior to your certification expiration date to the NASM Board of Certification ("NASM BOC").

If you purchase the NASM Recertification for Life product, and pay for such product in full, the recertification fee requirement set forth above shall not apply; however, all other recertification requirements and conditions set forth herein shall apply and not be altered by your purchase of the Recertification for Life product.

NASM reserves the right to discontinue offering or change the terms of the NASM Recertification for Life product to new purchasers at any time and without prior notice.

CONTINUING EDUCATION AND OTHER COURSES

All continuing education courses, other course offerings and products offered by NASM are subject to these Terms and Conditions.

PROMOTIONS AND DISCOUNTS

Corporate pricing and bulk enrollment discounts for products and courses are available. Please contact a NASM Sales Associate at 1-800-460-6276 for more details. Discounts, promotions and credits may not be combined with other offers. Additional restrictions may apply.

FITNESS EDUCATION PARTNERSHIPS

Customized education packages are available for health clubs and universities that meet certain criteria. Pricing is based on volume and level of commitment. Please contact a Sales Associate at 1-800-460-6276 for more details.

SHIPPING

In-stock items normally ship in 2 business days for orders placed before 12 noon PST, Monday through Friday, excluding holidays. Access to online courses may take 2 business days to process.

INTERNATIONAL SHIPPING

International orders (placed from outside the United States) must be paid for by credit card or wire transfer. Due to the variance of international shipping rates, NASM will add the exact shipping charge to your purchase order. If shipping charges exceed \$100, you will be contacted for approval.

SPECIAL EXAM ACCOMMODATIONS

Special exam accommodations can be made for students with disabilities that prevent them from taking the NASM CPT examination under normal conditions in accordance with the Americans with Disabilities Act of 1990. Candidates must complete the Request for Special Examination Accommodations Form and include documentation from a qualified professional that describes the disability and requested accommodations. NASM reserves the right to determine the reasonableness of the accommodation requested. Requests must be mailed to the NASM BOC at least 30 days prior to the examination date. All NASM CPT exams must be taken at PSI / LaserGrade.

CONFIDENTIALITY POLICY

Except as permitted by this Agreement and the NASM website Privacy Policy, no member of the NASM Board of Certification, NASM faculty, NASM employees, committees or panels shall divulge confidential examination candidate or certified member information without express written consent from those individuals. All member inquiries will be conducted only with enrolled candidates other than as allowed by NASM's Privacy Policy or the candidate's opt-in elections and currently certified members. Certified member information and confidential information consists of your application status, your raw certification examination scores, your phone number(s), your email address(es), and your residential address(es). You acknowledge and agree that your certification status is not confidential information and that NASM may disclose your current certification status, including expiration dates, to third parties. Exam questions and content are not available for review. NASM will not discuss exam questions or content with the candidate or any third party.

COMPLIANCE WITH LAWS; EXPORT

You agree to comply with all applicable federal, state, and local laws, including without limitation, all applicable laws in the jurisdiction where you reside, in your use of NASM Materials. You will not use the NASM Materials in any way that is prohibited by U.S. law or that would violate U.S. export regulations. You may not use or otherwise export or re-export the NASM Materials except as is permitted under U.S. laws and the laws of the jurisdiction where you reside. NASM Materials may not be exported into any U.S. embargoed countries or to anyone on the U.S. Government's list of specially designated nationals or denied persons or entities. You warrant that you are not located in any such country or on any such list.

GOVERNMENT USE

NASM Materials were developed using private funds and are "Commercial Items" as defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government solely as Commercial Items and only with those restricted rights granted to all other end-users pursuant to the terms of this Agreement. Unpublished-rights reserved under the copyright laws of the United States.

USE OF LINKS

NASM may include material from third parties or include links to third party websites in its NASM Materials. Such material is provided as a convenience to you and NASM assumes no

liability or responsibility for such third party materials or websites. Please note that these third party websites may have privacy policies that differ from NASM's and NASM encourages you to carefully read those policies. The NASM Privacy Policy applies only to information collected by the NASM website.

DISCLAIMER OF WARRANTIES

NASM MATERIALS, INCLUDING BUT NOT LIMITED TO, NASM COURSES, SERVICES, AND RELATED MATERIALS AND PRODUCTS, ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND NASM HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ALL NASM MATERIALS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN STATEMENT BY ANY NASM EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR MODIFY THIS SECTION. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSION MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR YOUR INABILITY TO USE, NASM MATERIALS AND SERVICES IS AT YOUR SOLE RISK. NASM DOES NOT WARRANT FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN NASM MATERIALS OR FOR ANY ERRORS, OMISSIONS, OR ANY OUTCOMES RELATED TO YOUR USE OF NASM MATERIALS. NASM TAKES PRECAUTIONS TO PROTECT NASM, BUT MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NASM DOES NOT GUARANTEE OR WARRANT THAT YOUR USE OF NASM MATERIALS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NASM MATERIALS AND SERVICES ARE PROVIDED TO YOU WITH THE UNDERSTANDING THAT NASM IS NOT RENDERING TO YOU ANY MEDICAL, LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL SERVICE OR ADVICE. IF SUCH ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

LIMITATION OF LIABILITY

IN NO EVENT WILL NASM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS DISRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE NASM MATERIALS, INCLUDING WITHOUT LIMITATION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR ANY LOSS OR DAMAGE OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CONSEQUENTIAL OR

INCIDENTAL DAMAGES, AND IN SUCH JURISDICTIONS, NASM'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In no event shall NASM's total liability to you for all damages exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

INDEMNIFICATION

By accepting this Agreement and using the NASM Materials, you agree that you will indemnify and hold NASM, its directors, officers, employees, affiliates, agents, contractors, principals, and licensors harmless in connection with any claim arising out of your breach of the terms of this Agreement, your use of the NASM Materials, or any action taken by NASM to protect its intellectual property, including, but not limited to, suspension or termination of your access to NASM.

TRADEMARKS

NASM's logos, trademarks, and servicemarks ("Marks") are owned by NASM. You may not use the Marks without the prior written approval of NASM.

MISCELLANEOUS

NASM reserves the right to update and modify the terms of this Agreement without advance notice to you and such changes will be effective immediately when posted on this site and will govern your continued use of NASM Materials.

Your access to online course NASM Materials will expire three years from your enrollment date (provided the version of the enrolled NASM Materials is still available).

This Agreement is governed by the laws of the State of Kansas, U.S.A., without giving effect to its conflict of law provision. Exclusive jurisdiction for any claim arising out of this Agreement will be in the courts of the State of Kansas, U.S.A. The parties each waive any rights to a jury trial for any claim or cause of action arising out of this Agreement. No NASM employee or representative has any right or authority to modify, whether orally or in writing, the terms of this Agreement, unless such modification is in a written agreement signed by an authorized representative of each party.

This Agreement is the entire and exclusive agreement between NASM and you regarding your use of NASM Materials and replaces any prior agreements between you and NASM regarding the subject matter herein. If any part of this Agreement is determined to be invalid or unenforceable, the remaining portions shall remain in full force and effect. NASM's failure to enforce any right under this Agreement will not constitute a waiver of such right or of any other right under this Agreement. NASM is not responsible for failing to fulfill its obligations hereunder for reasons that are outside of NASM's control. This Agreement, and the license rights granted herein, are not assignable by you and any attempt to do so is of no force and effect.

NASM reserves the right to take steps NASM believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that NASM has the

right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as NASM believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to NASM's right to cooperate with any legal process relating to your use of the Services and/or Materials, and/or a third-party claim that your use of the Services and/or Materials is unlawful and/or infringes such third party's rights).

PRIVACY STATEMENT; TERMS OF USE

Your use of NASM Materials is subject to NASM's Privacy Statement at

http://www.nasm.org/1/global/NASM_Privacy/

and NASM Terms of Use at http://www.nasm.org/1/global/NASM_Terms_of_Use/

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