

License

QualityTrainingPortal.com Online Training Services By using this software you are agreeing with the terms of this license.

PLEASE READ THIS ONLINE END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING ANY OF THE ONLINE TRAINING SERVICES OFFERED BY RESOURCE ENGINEERING, INC. ("REI") DESCRIBED BELOW. BY USING THE SERVICES YOU ACKNOWLEDGE THAT YOU READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, YOU MUST PROMPTLY CEASE USING ANY OF THE SERVICES.

YOUR RIGHTS

Subject to the terms of this Agreement, Resource Engineering, Inc. ("REI") hereby grants to you a limited, non-transferable, royalty-free, and non-exclusive license to use the online training software ("Software") and content (hereinafter the Software and content shall be referred to as the "Services") during the Term of your subscription through the QualityTrainingPortal.com Learning Management System. Your use of the Services shall be strictly in accordance with this Agreement and our Terms of Use. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Services. Nothing in this Agreement grants or transfers to you or to any third party any ownership rights in the Services, including the software and other intellectual property rights related to the Services. Except as specifically set forth in this Agreement, REI owns and retains all rights, title, and interest in the Services and any and all related materials.

Users of the Online courseware must sign on with their own unique login information. Usernames and passwords cannot be shared among two or more people. The courseware MAY NOT be used in classroom settings and MAY NOT be projected or broadcast in any way such as through web conferencing software unless the following condition has been met. ALL learners and the instructor must be currently REGISTERED users of the course. REGISTERED users must each have their own username and password to access the course.

RESTRICTIONS ON USE

All pages within this Website and any material made available for download are the property of REI or its affiliates. The Website is protected by federal and international copyright and trademark laws and no portion of the materials on these pages may be reprinted, republished, modified, or distributed in any form without the express prior written permission of REI. Access to the Website is for your own personal use and may not be shared with any third party. You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable End User License Agreements.

WEBSITE AVAILABILITY

REI's Website will be accessible to you via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of REI or which are not reasonably foreseeable by REI, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

MODIFICATIONS TO THE WEBSITE AND SERVICES

The software, content, availability and access and all other features, attributes or aspects of the Services and Website are subject to change, modification, additions or deletions at any time without notice in REI's sole discretion.

YOUR RESPONSIBILITIES

You agree to comply with our Terms of Use and all applicable laws and regulations, including, but not limited to copyright, trademark, other intellectual property rights, data privacy, international communications, import and export regulations and tax laws and regulations. You agree to notify REI promptly if you suspect unauthorized use of your account. Until you notify REI, you remain solely responsible for such unauthorized use and any damages that may result therefrom. You further agree to notify REI immediately in the event you become subject to any lawful order or process that would prohibit or limit your use of the Service. As a condition of your use of this Website, you warrant to REI that you will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

PROHIBITED ACTIVITIES

You may not modify, reverse engineer, or decompile the Software or Services or create derivative works based on the Software or Services. You may not distribute, rent, lease, sell, license, or otherwise transfer rights in the Services to any other person or entity or make any other commercial use of the Services. Except for downloading of PDF formats of Reference Guides or Quick Guides that are offered as modules to the training courses, which is authorized, you may not save the Software to your computer or any other storage medium. You may not violate any security or corrupt the Website in any way.

DISCLAIMER OF WARRANTY

QUALITYTRAININGPORTAL COURSES ARE PROVIDED AND SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RESOURCE ENGINEERING DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE TRAINING PROGRAM WILL BE ERROR-FREE, OR THAT ANY DEFECTS DISCOVERED IN THE TRAINING PROGRAM WILL BE CORRECTED.

FURTHERMORE, RESOURCE ENGINEERING DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TRAINING PROGRAM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITING INFORMATION OR ADVICE GIVEN BY RESOURCE ENGINEERING SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

IN NO EVENT SHALL RESOURCE ENGINEERING BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS PROFITS OR SPECIAL DAMAGES, EVEN IF RESOURCE ENGINEERING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE LIABILITY WILL BE LIMITED TO THE AMOUNT OF MONEY THAT RESOURCE ENGINEERING RECEIVED FROM YOU FOR THE USE OF THE SERVICES.

COMPLETE AGREEMENT

This License constitutes the entire agreement between the parties with respect to the distribution and use of the Services, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of Resource Engineering.

The provisions in this Agreement are necessary for the protection of the business and goodwill of Resource Engineering and are considered by the Recipient to be reasonable for such purposes. The Recipient agrees that any breach of this Agreement will cause Resource Engineering substantial and irreparable damages and, therefore, in event of any such breach, in addition to other remedies that may be available, Resource Engineering shall have the right to seek specific performance and other injunctive and equitable relief.

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This Agreement shall be governed by the laws of the State of Connecticut, United States of America.

Should you have any questions regarding this Agreement, you may contact Resource Engineering in writing at:

Resource Engineering, Inc.
PO Box 449
Waitsfield, VT 05673

(800) 810-8326 or (802) 496-5888
support@QualityTrainingPortal.com
www.QualityTrainingPortal.com

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions when you use this software.