



## **TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS OF USE OF INTERPROMUSA.COM**

#### **SUMMARY OF IMPORTANT LEGAL INFORMATION**

The InterPromUSA.com web site (the "Site") is produced by InterProm USA Corporation and its affiliates ("Site Owner"). All use of the Site is subject to the Terms and Conditions set forth below. By entering and using the Site, you acknowledge that you have read and understood such Terms and Conditions and that you agree to abide by them. Also, you agree that Site Owner may use information that you supply to it in any manner consistent with the Privacy Policy set forth herein.

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Site Owner, its affiliates and their respective licensors retain all copyrights and other proprietary rights in or relating to any content, including any software, provided on the Site. Except for downloading and printing a small number of copies of the content for your personal use only, you may not sell, transfer, reproduce, transmit, distribute, perform or display such content without the express consent of Site Owner.

#### **Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "CONDITIONS") CAREFULLY BEFORE USING THIS Site. By using the Site, you signify your understanding of and agreement to these Terms and Conditions and Site Owner's Privacy Policy. Site Owner may revise and update the Terms and Conditions or Privacy Policy at any time. Please periodically review the Terms and Conditions and the Privacy Policy posted at the Site because your continued usage of the Site will mean that you accept those changes.

#### **Section 1. Registration.**

You may provide personal information to Site Owner through the Site regarding your membership in Site Owner or your completion of CPE credits. By using the Site you agree that all information provided by you to Site Owner, including without limitation your CPE hours, is current, complete and accurate, and that you will maintain and promptly update the information in the event of any changes in such information.

You are entirely responsible for any and all activities which occur under your login or username. You agree to notify Site Owner immediately in the event you learn that unauthorized access to the Site has taken place under your login or username. You are responsible for maintaining the security of your User ID and password and, by entering the Site, expressly acknowledge that passwords e-mailed to you by Site Owner at your request may not be secure and that others who have access to your account may be able to view such a password.



## 2. General Information About Site Owner.

a. Site Owner. InterProm USA Corporation (INTERPROM USA) is a recognized global leader in IT Service Management consulting and education services. Founded in 1997, INTERPROM USA is a member of the itSMF USA, ISACA, and HDI organizations, sponsors international conferences, training events and a global knowledge network, administers certification courses for the globally respected ITIL®v2 and v3 Certifications and the ISO/IEC 20000 Certifications. INTERPROM USA develops globally applicable information technology (IT) best practices and training programs and certification education accredited by the international examining organizations. INTERPROM USA undertakes leading-edge research in support of the profession and assists enterprise leaders in their responsibility to make IT successful in supporting the enterprise's mission and goals and the design, implementation and operation of service management strategies.

b. Our Sponsors. Site Owner has agreements with various entities, which we call our "Sponsors". Our relationships with Sponsors are based on a variety of factors, which may include offering exclusivity in a particular region based on a first-come, first-contracted response.

Site Owner DOES NOT ENDORSE, GUARANTEE, WARRANT, OR RECOMMEND THE PRODUCTS OR SERVICES OUR SPONSORS MAY ADVERTISE. FURTHER, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE TYPE OF SERVICES, QUALITY OF CARE, SOURCE OF PAYMENT OR BILLING PRACTICES OF OUR SPONSORS. WE ALSO DO NOT VERIFY THE LICENSES, ACCREDITATIONS, CERTIFICATIONS OR OTHER CREDENTIALS OF ANY SPONSOR OR ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS.

c. Our Portal Service Providers. Site Owner has agreements with various entities, which we call our "Service Providers". Our relationships with Service Providers are based on a variety of factors, which may include offering exclusivity in a particular region based on a first-come, first-contracted response.

Site Owner DOES NOT ENDORSE, GUARANTEE, WARRANT, OR RECOMMEND THE PRODUCTS OR SERVICES OUR SERVICE PROVIDERS MAY ADVERTISE. FURTHER, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE TYPE OF SERVICES, QUALITY OF CARE, SOURCE OF PAYMENT OR BILLING PRACTICES OF OUR SERVICE PROVIDERS. WE ALSO DO NOT VERIFY THE LICENSES, ACCREDITATIONS, CERTIFICATIONS OR OTHER CREDENTIALS OF ANY SERVICE PROVIDER OR ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS.

d. Your Information. The information you provide may be personal in nature. Such information will be treated as private and confidential, as discussed below in our Privacy Policy. Site Owner does not sell personal information collected through the Site, but we may provide general aggregate information -- without personal identifiers -- about our users to our Sponsors. If you indicate that you wish information about or from a Sponsor, or to be contacted by a Sponsor, your contact information is passed along to the Sponsor.

WE WILL SHARE YOUR INDIVIDUAL DATA WITH A SPONSOR OR ITS AGENT ONLY IF YOU HAVE AUTHORIZED SUCH SHARING.

While Site Owner attempts to prevent unauthorized persons from accessing our files or tampering with our site by providing password security, we cannot guarantee that these efforts will always be successful. Site Owner shall have the right to use in books, articles, commentaries, research or similar ways any questions, comments, or other information -- without personal identifiers -- submitted by users.

e. Our Information. Site Owner strives to be a valuable resource of timely information for our visitors. We cannot ensure that information we provide is exhaustive or complete on every subject or that it will necessarily include all of the most recent information available on a particular topic. This information is of a general nature and we urge you to use your own professional judgment, or obtain professional advice before applying it.

f. Information from Others. Site Owner may include or provide links and portals to other web sites on the Internet including, but not limited to, links to Sponsors' web sites. These other web sites may provide opinions, recommendations, or other information from various individuals, organizations or companies. IN PROVIDING SUCH LINKS AND PORTALS, Site Owner DOES NOT INVESTIGATE THE CONTENT OF SUCH INFORMATION. Site Owner DOES NOT ENDORSE, GUARANTEE, WARRANT, OR RECOMMEND THE ACCURACY OF SUCH INFORMATION OR NECESSARILY SUBSCRIBE TO ANY SUCH OPINIONS OR RECOMMENDATIONS. FURTHER, TO THE EXTENT THAT YOU MAKE USE OF ANY LINK TO ANY OTHER WEB Site ON THE INTERNET, THE DISCLOSURE, REPRODUCTION, SALE OR DISTRIBUTION OF INFORMATION CONTAINED THEREON MAY BE PROHIBITED.



### **Section 3. Restrictions on the Use of the Site Owner Site.**

a. Copyright and Trademarks. The names "InterProm USA", "SPOT", "5-Layer Model", "Butterfly Model", "Process Lifecycle", "Process Islands", and any other marks or associated logos proprietary to Site Owner are the property and/or registered trademarks of Site Owner.

The contents of the Site, including but not limited to text, graphics, images and software ("Content"), are protected by copyright under both United States and other national laws, and Site Owner retains all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein.

Upon acceptance of these Terms and Conditions, Site Owner authorizes you to view, download and print a small number of copies of the material on the Site solely for your personal, noncommercial use. You may not modify, sell, assign, or transfer the Content or reproduce, display, publicly perform, distribute or otherwise use the Content in any way for any public or commercial purpose or otherwise except as expressly permitted herein. You may not reverse-engineer, disassemble or decompile, any software included in the Content. Content is subject to change without notice at the editorial discretion of Site Owner.

b. Use of Interactive Areas. Site Owner may provide interactive forums, chat rooms, news groups, bulletin boards and other interactive areas ("Interactive Areas") on the Site. If you use any of the Interactive Areas, you are solely responsible for your own communications and the consequences of posting those communications. Site Owner does not assume any responsibility for the truthfulness, accuracy or reliability of any material posted on any Interactive Area, or for consequences of any Interactive Area communications on or arising from use of the Site. IN CASES WHERE YOU FEEL THREATENED OR BELIEVE SOMEONE ELSE IS IN DANGER, YOU SHOULD CONTACT YOUR LOCAL LAW ENFORCEMENT AGENCY IMMEDIATELY.

In consideration of being allowed to use the Interactive Areas, you agree not to engage in the following activities:

1. Using an Interactive Area for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity as determined by Site Owner at its sole discretion;
4. Posting material that contains any virus, worm, Trojan horse or other code which may contaminate or destroy the files or programs of Site Owner or its users;
5. Posting advertisements or solicitations of business;
6. After receiving a warning, continuing to disrupt the normal flow of dialogue, or post comments that are not related to the topic being discussed (unless it is clear the discussion is free form);
7. Posting chain letters or pyramid schemes;
8. Impersonating another person;
9. Allowing any other person or entity to use your identification to post or view comments;
10. Posting the same note more than once (i.e., "spamming"); or
11. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Interactive Areas, or which, in the judgment of Site Owner, exposes Site Owner or any of its users or Sponsors to any liability or detriment of any type.



Site Owner reserves the right to record the dialogue in public chat rooms. Site Owner does not screen communications in advance and is not responsible for screening or monitoring material posted by users, or any other person or entity. If notified by you of communication(s) which are alleged not to conform to the terms of this Section, Site Owner may investigate the allegation and determine in its sole discretion to remove or request the removal of the communication(s). Site Owner reserves the right (but has no obligation) to remove or edit communications which are abusive, illegal, disruptive, or that otherwise fail to conform with these Conditions. In addition to the removal rights described above, Site Owner reserves the right to terminate your access to any or all Interactive Areas at any time, with or without notice, in the exercise of its sole discretion.

Site Owner reserves the right (but is not obligated) to monitor, edit, or disclose any posting on the Interactive Areas for lack of adherence to the Terms and Conditions, if required in the course of normal operation and maintenance of the Site, or if required to do so by law or in the good-faith belief that such action is necessary to: (i) comply with the law or comply with legal process served; (ii) protect and defend the rights of Site Owner or others; or (iii) protect the personal safety of our users, Sponsors, or the public. Site Owner HAS NO LIABILITY OR RESPONSIBILITY TO USERS OR ANY OTHER PERSON OR ENTITY FOR PERFORMANCE OR NONPERFORMANCE OF THE AFOREMENTIONED SCREENING ACTIVITIES.

c. Links and Portals to Other Sites; Advertisements. The Site contains links and portals to third-party web sites. These links and portals are provided solely as a convenience to you and not as an endorsement or recommendation by Site Owner of the content on such third-party web sites or as an indication of any affiliation, sponsorship or endorsement of or by such third party web sites. Site Owner is not responsible for the content of third-party sites and does not make any representations regarding the privacy practices of, or the content or accuracy of materials on, such third-party web sites. If you decide to access third-party web sites, you do so at your own risk. Your use of third-party web sites is subject to the terms of use for such sites.

THE Site ALSO CONTAINS ADVERTISEMENTS BY THIRD PARTIES. Site Owner MAY RECEIVE ROYALTIES FROM SUCH ADVERTISERS. Site Owner DOES NOT ENDORSE, GUARANTEE, WARRANT, OR RECOMMEND ANY PRODUCTS OR SERVICES CONTAINED IN ADVERTISEMENTS.

d. Your Submissions. Except as described herein, any communication which you post on the Site is considered to be non-confidential. You agree that you will not upload or transmit any communications that infringe or violate any patent, trademark, trade secret, copyright or other proprietary rights of any party, or that are defamatory, or that violate any party's privacy or publicity rights. By submitting communications to any part of this Site, you automatically grant, or warrant that the owner of such content has expressly granted, to Site Owner a royalty-free, perpetual, irrevocable, worldwide, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication (or any derivative work based thereof) alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicenses.

e. Parental Permission. Site Owner does not intend that children will use the Site. USERS UNDER 18 YEARS OF AGE MUST OBTAIN PARENTAL PERMISSION TO USE THE Site. Adults should not assist unauthorized children to access the Site.

f. Indemnification. You agree to defend, indemnify and hold Site Owner, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Site in a manner that violates or is alleged to violate these Conditions.



#### **Section 4. Site Owner Privacy Policy.**

Site Owner believes the privacy and confidentiality of an individual's personal information is important. We provide the following privacy policy (the "Privacy Policy") in order to demonstrate our firm commitment to privacy. Site Owner may need to change this Privacy Policy from time to time in order to address new issues and to reflect changes on our Site. Please refer back to this Privacy Policy regularly because your use of the Site signifies that you agree to be bound by the terms and conditions of this Privacy Policy, as amended from time to time.

a. Collection of Personally Identifiable Information. Site Owner collects personally identifiable information about you only when you voluntarily provide such information. (Personally identifiable information is any information that can be used to identify or contact a specific individual and any other information about that individual.)

b. Use of Personally Identifiable Information. Site Owner will not sell or otherwise transfer or disclose personally identifiable information to third parties not affiliated with Site Owner without your prior consent (except as may be required by law, such as a court-ordered subpoena, search warrant, or other court order; or required by exigent circumstances). That means that Site Owner will never disclose your name, e-mail address, street address or phone number to third parties not affiliated with Site Owner without your consent. We may use your personally identifiable information only to tailor your experience at our Site, and to compile and display content and information that we think you might be interested in and to display content according to such preferences.

Site Owner also may use your profile information on an aggregate basis - without personal identifiers - to provide our editors with information that is useful in developing new features and content for the Site, and to provide Sponsors and others with aggregate information about our users and the usage patterns of the Site.

Site Owner reserves the right to share your information with organizations affiliated with Site Owner without your permission.

Site Owner reserves the right to perform statistical analyses of user behavior (on an aggregate basis) in order to measure interest in and use of the various areas of the Site and to inform Sponsors of such information.

Site Owner may permit third parties to offer subscription and/or registration-based services through the Site. In this event, Site Owner is not responsible for any actions or policies of such third parties and users should check the applicable privacy policy of such party before providing personally identifiable information.

c. Retention of Your Information. It is not possible for you to delete your profile from our database, nor is it feasible to delete all traces of your activity in the system. However, you may access your information and update or modify the information. Messages posted to the boards are examples of your activities that are not feasible to delete. However, you may delete your email address from the Site Owner database.

d. Voluntary Disclosure of Personally Identifiable Information on Bulletin Boards, News Groups and Chat Rooms, and other Interactive Areas (collectively "Interactive Areas"). Users should be aware that when they voluntarily disclose personally identifiable information (for example, user name, e-mail address) on an Interactive Area of the Site, that information, along with any substantive information disclosed in your communication, can be collected and correlated and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond the control of Site Owner and Site Owner makes no warranties about the discoverability of your identity by methods beyond our control.

e. Encryption Technology. Site Owner uses Secure Socket Layer ("SSL") encryption technology to enhance data privacy and help prevent loss, misuse or alteration of the information under Site Owner control.

f. Cookie Technology. Site Owner collects non-personal identification information through the use of "cookie" technology and/or Internet Protocol (IP) address tracking. Cookies are small text files a web site can use to recognize repeat users and facilitate the user's ongoing access to and use of the site. Non-personal identification information might include the browser used by you, the type of computer, the operating systems, the Internet service providers and other similar information. The Site Owner system also automatically gathers information about the areas you visit on the Site and about the links you may select from within the Site to other sites.



Site Owner cannot control the use of cookies by advertisers or third parties displaying data on the Site or on the sites you visit using links from the Site. Most browsers are set to accept cookies. You can set yours to refuse cookies, or to alert you when cookies are being sent.

g. Links to other Sites. Users will find advertising or other content on the Site that enable linking to the sites of Site Owner's advertisers, Sponsors and other third parties. These third party sites may have their own privacy policies or no policy at all. Site Owner's Privacy Policy does not apply to such other sites. Site Owner has no control over the content displayed on such sites, nor over the measures, if any, that are taken by such sites to protect the privacy of your information.

Questions regarding this Privacy Policy should be directed to Site Owner's Customer Support by e-mail at [contact@InterPromUSA.com](mailto:contact@InterPromUSA.com).

#### **Section 5. Disclaimers And Other Information**

a. INFORMATION SUPPLIED BY Site Owner IS PROVIDED "AS IS" AND NEITHER Site Owner NOR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONTENTS OF THE Site OR INFORMATION FURNISHED BY THEM OR OUR AGENTS, EMPLOYEES OR REPRESENTATIVES AND SPECIFICALLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR USE, APPLICATION OR PURPOSE.

b. BY ENTERING THE Site YOU HEREBY EXPRESSLY AGREE THAT Site Owner, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, DEMANDS OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AS A RESULT OF YOUR USE OF THE Site OR ANY INFORMATION YOU OBTAIN ON IT OR ANY OTHER INTERACTION WITH Site Owner. IN DOING SO, YOU AGREE THAT YOU ARE WAIVING VOLUNTARILY AND UNEQUIVOCALLY ANY LIABILITY OF Site Owner.

c. Site Owner does not make any representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other codes that include or manifest contaminating or destructive characteristics.

d. With respect to communications to Site Owner, Site Owner does not guarantee that it will respond to all inquiries.

e. Site Owner is not responsible for your classification of contributions, dues or gifts for tax purposes.

f. If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

g. Any notice to Site Owner shall be given in writing and sent by certified and registered mail to the InterProm USA, Attn: Chief Operations Officer, 10645 N Tatum Blvd, Suite 200-630, Phoenix, AZ 85028, USA or by e-mail to [contact@InterPromUSA.com](mailto:contact@InterPromUSA.com).

h. The application of these provisions, disclosures and disclaimers and all other matters arising from your use of this Site or of any information you obtain from Site Owner shall be governed by the laws of the United States of America and the State of South Dakota. Any claims, disputes or other controversies relating to or arising from these provisions, disclosures and disclaimers or from your use of this Site or any information you receive from Site Owner shall be brought exclusively in the United States District Court, Arizona, and you hereby expressly consent to the exercise of jurisdiction over you by such courts.

YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

Site Owner MAKES NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERTAKINGS CONTRARY TO THOSE SET FORTH ABOVE.

BY CLICKING ON THE "I Agree" BOX WHERE PROVIDED OR USING THIS SITE, YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ AND UNDERSTAND ALL OF THE ABOVE CONDITIONS, TERMS, POLICIES, PROVISIONS, DISCLOSURES AND DISCLAIMERS, AND THAT YOU EXPRESSLY AGREE TO BE BOUND BY THEM.