

Before registering for and taking public or private certification exams provided by iRise, the participant and/or the company or individual that paid for the exam must acknowledge and agree to the terms and conditions herein (the, “iRise Certification Policy”):

Participant Conduct

Participants shall not take any action that compromises the integrity of any iRise Certification Exam or the iRise Certification Program in general, including, without limitation: (i) duplicating, distributing, discussing, delivering or otherwise disseminating exam content; (ii) giving assistance of any kind to anyone during an exam; (iii) receiving assistance of any kind from anyone during an exam; (iv) using assistance of any kind during an exam; (iv) possessing any unauthorized materials or equipment during the exam, such as notes, books, PDAs, mobile phones, cameras, pagers, recording devices, storage devices and/or storage media; (v) using authorized exam materials or equipment for any purpose other than taking the exam such as accessing the Internet; (vi) tampering with authorized exam materials or equipment to alter or otherwise impact exam results for self or others; (vii) using false identification to take an exam on another person’s behalf; (viii) using false exam scores and false certificates to misrepresent exam results and/or certification status for any person; (ix) failing to follow procedures prescribed by the proctor such as promptly stopping when told to stop the exam, promptly submitting exams when told to submit the exam, and promptly returning or deleting exam materials when told to return or delete exam materials; (x) disturbing the exam proctor, participants, materials, equipment or facilities in any way; (xi) compromising the integrity of exam materials and equipment through carelessness, negligence, or misconduct; (xii) failing to take reasonable actions to prevent any of the above activities by others; and (xiii) failing to report any of the above activities by others. iRise reserves the right to disqualify anyone from participating in an exam if such person’s conduct, at the sole and absolute discretion of the iRise instructor, violates any of the foregoing provisions. If iRise exercises this right, iRise will not provide the company or the individual that paid for the exam a refund or credit. Depending on the nature of the violation, iRise may impose certain sanctions, such as a permanent ban from iRise Certification Programs and iRise Training Programs and/or an immediate termination of all existing certifications. iRise may also exercise any other rights or remedies it may have in equity or in law.

Participant Payment

iRise reserves the right to disallow anyone from participating in a public exam if payment for such participation was not received prior to the scheduled start date of the exam. If iRise exercises this right and payment is eventually received by iRise for such person, iRise will provide the company or the individual that paid for the exam the option to receive a refund or a credit towards a future public exam subject to the policies herein.

Participant Substitutions

Participants can be substituted in public exams only if the company or the individual that paid for the exam contacts Education Services at education@irise.com at least three (3) calendar days prior to the scheduled start date of the exam. If participant substitutions are not made pursuant to this policy and the registered person does not participate in the exam, iRise will not provide the company or the individual that paid for the exam a refund or credit.

Participant Cancellations – Online exams

Participants can be canceled from a scheduled online exam only if the company or the individual that paid for the exam contacts Education Services at education@irise.com before the participant has attempted the exam. Launching the exam

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in a web browser, whether or not the exam was submitted for scoring, constitutes an exam attempt. iRise will provide the company or the individual that paid for the exam the option to receive a refund or a credit towards scheduling an online exam at a future date subject to the policies herein.

Participant Cancellations – Proctored Exams

Participants can be canceled from public exams only if the company or the individual that paid for the exam contacts Education Services at education@irise.com at least fourteen (14) calendar days prior to the scheduled start date of the exam. iRise will provide the company or the individual that paid for the exam the option to receive a refund or a credit towards a future public exam subject to the policies herein. No refunds or credits will be provided if participants do not attend all or part of the exam or if an individual cancels less than fourteen (14) calendar days prior to the scheduled start date of the exam.

iRise Cancellation – Proctored Exams

iRise can cancel a public exam by providing written notice to participants via e-mail at any time (usually at least seven (7) calendar days) prior to the scheduled start date of the exam. iRise will provide the company or the individual that paid for the exam the option to receive a refund or a credit towards a future public exam subject to the policies herein. In no event will iRise reimburse, credit, pay or otherwise be liable for any special, direct, or indirect loss, cost, damages, claims or expenses (including, without limitation travel and travel related expenses) incurred by the participant, the company or the individual that paid for the exam, or any other party as a result of canceling an exam. For this reason, iRise does not recommend the purchase of non-refundable travel or lodging to participate in public exams.

iRise Refunds and Credits

iRise will not provide credits or refunds for public exams unless otherwise stated herein. Refunds will be paid to the company or the individual that paid for the exam within thirty (30) calendar days from the scheduled start date of the exam. Credits must be applied by the company or the individual that paid for the exam within one (1) calendar year from the scheduled start date of the exam; otherwise, the credit will be deemed delivered by iRise.

iRise Certification Materials

The iRise certification materials and the content, examples and exercises contained therein (collectively, the “iRise Certification Materials”) were developed at substantial time, effort and cost to iRise and provide a competitive advantage to iRise in selling and delivering iRise products and services. As such, the iRise Certification Materials are proprietary and confidential to iRise and shall not be disclosed, duplicated, modified or distributed in whole or in part by anyone, at any time, and for any reason, without the express written consent of iRise. The iRise Certification Materials are and shall remain the sole and exclusive property of iRise.

Under no circumstances shall anyone, at any time, and for any reason acquire any right, title or interest in the iRise Certification Materials. Under no circumstances shall anyone, at any time, and for any reason misuse or take any other action regarding the iRise Certification Materials that may diminish or destroy the proprietary or confidential nature of the iRise Certification Materials.

Violation of any of the foregoing provisions may result in severe and irreparable harm to iRise, which may not be reasonably determined through litigation. Therefore, without limiting any other rights or remedies it may have, iRise may obtain a temporary, preliminary or permanent injunctive and other equitable relief without proof and without posting of a bond in order to prevent any actual or threatened violation of any of the foregoing provisions. Any waiver of any violation of any of the foregoing provisions must be in writing and signed by iRise and does not waive any future violations.

Limited Warranty

IRISE PROVIDES EXAMS AND CERTIFICATIONS "AS IS" AND "AS AVAILABLE" AND MAKES NO WARRANTY AS TO THE EXAMS AND CERTIFICATIONS. IRISE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limited Liability

IN NO EVENT SHALL IRISE BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF PROFITS) ARISING OUT OF OR RESULTING FROM THE SCHEDULING, DELIVERY, PARTICIPATION, CANCELLATION OR APPLICATION OF PUBLIC EXAMS EVEN IF IRISE, THE PARTICIPANT, OR THE COMPANY OR INDIVIDUAL THAT PAID FOR THE EXAMS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID TO IRISE FOR SUCH EXAMS. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF IRISE AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY.

Governing Law

Any dispute arising out of or resulting from the scheduling, delivering, participation, cancellation or application of public exams shall be governed by the policies herein and the laws of the State of California without regard to the principle of conflict laws, regardless of the location of the venue where such public exams were scheduled or delivered.

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