

# **JPMA - Terms and Conditions**

## **Agreement to Terms**

By accessing the JPMA Website and Online Training System, you signify that you agree to these Terms and Conditions. In addition, you will be subject to any posted guidelines, rules, or additional terms and conditions that may be posted, including, without limitation, our Privacy Policy. If you do not agree to the Terms and Conditions or any other guidelines, you may not use the Website and Online Training System. We reserve the right to change, modify, add, or remove portions of the Terms and Conditions at any time. Please check the Terms and Conditions periodically for such changes. Your continued use of the Website and Online Training System after the posting of changes will mean you agree to abide by those changes.

## **Use of Website and Online Training System**

As a condition of your use of the Website and Online Training System, you will not use the Website and Online Training System for any purpose that is unlawful or prohibited by these Terms and Conditions. You may not use the Website and Online Training System in any manner that could damage, disable, overburden, or impair any website or interfere with any other party's use and enjoyment of the Website and Online Training System.

## **Intellectual Property**

The content of this Website and Online Training System is protected by United States copyright and trademark law, international conventions, and other applicable laws. All materials contained in the Website and Online Training System are the intellectual property of JPMA or its licensors. Unless stated otherwise, Justice Planning and Management Associates, Inc. (JPMA) is the owner, throughout the world, of all rights, titles and interest in and to the marks, names, patents, logos, copyrights and trademarks related to JPMA's programs, publications, products and services. You may not distribute, sell or otherwise transfer any JPMA educational materials to anyone else.

Use of the Website and Online Training System does not constitute a transfer or license of copyright or ownership of any JPMA materials, publications or intellectual property to you, the user. Unless you have obtained written permission from JPMA, nothing in the Terms and Conditions gives you a right to use any of JPMA's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features or copyrighted materials.

## **Copyright-Infringement Policy; Notice of Copyright-Infringement Claims**

Digital Millennium Copyright Act, Safe Harbor Notice Provisions

It is the policy of JPMA to respect the intellectual property of others. If you are alleging that copyrighted material may have been or is being infringed with respect to any items on the Website and Online Training System, you may notify JPMA pursuant to the U.S.

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Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act, 17 U.S.C. §512 (c), by sending a notice to the address listed below.

Such notice must include the following to be effective:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works are covered by a single notification, a list of such works.
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit JPMA to locate the material.
- d. Information reasonably sufficient to permit JPMA to contact you, such as an address, a telephone number, and, if available, an email address at which you may be contacted.
- e. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- f. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All written notices should be sent to the following Designated Agent:

Paul M. Plaisted  
JPMA  
(Justice Planning and Management Associates, Inc.)  
PO Box 5260  
Augusta, ME 04332  
[pplaisted@jpmaweb.com](mailto:pplaisted@jpmaweb.com)  
(207) 621-8600 – telephone  
(207) 621-8609 – facsimile

### **Purchasing the Website and Online Training System through the JPMA Store**

The online classes can only be accessed by creating an account on the JPMA Store/Learning Management System. In order to purchase the Website and Online Training System you will be required to register and create an account. Any personal information provided to JPMA as part of this registration process will be collected, stored and used in accordance with our Privacy Policy. All accounts must be registered with a valid personal email address that you access regularly so that emails can be sent to you. We may require users to re-validate their accounts.

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## Access Period

Unless otherwise indicated, users of the Website and Online Training System will have access to a course for a period of 300 days from the date of purchase and/or enrollment. During this period users will be entitled to record one completion record by passing the quiz associated with the selected course and generating a completion certificate. Subsequent use of the course during the Access Period will not result in additional documentation of user access, completions, and/or completion certificates.

## Payments

PayPal is our Payment Service Provider and will offer its services to you under its own, separate User Agreement and Privacy Policy.

## Refunds

Following payment for Website and Online Training System services and enrollment within a course, courses, or other educational services, no refunds will be provided. JPMA reserves the right to determine any credits, if any, that might be awarded to a user for courses where the user was enrolled but the course was not started/launched. All such credits shall be applied to the use of other courses within the JPMA Website and Online Training System.

## Representations and Warranties

You represent and warrant that you have full right and authority to enter into these Terms and Conditions. You further represent and warrant that your activities on the Website and Online Training System will not:

- infringe JPMA or any third party's copyright, trademark, trade secret, or other proprietary rights or rights of publicity or privacy or constitute a breach of contract;
- reveal any trade secrets or any information that you have agreed, expressly or by implication, to keep confidential;
- constitute (or encourage conduct that would constitute) a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or create liability for JPMA or cause JPMA to lose (in whole or in part) the services of our Internet Service Providers or other suppliers;
- transmit content JPMA considers to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, malicious, vulgar, obscene, pornographic, sexually explicit, hateful, or racially, ethnically or otherwise objectionable;
- impersonate or claim the identity, characteristics, or qualifications of any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or otherwise be false, inaccurate, or misleading;
- be for commercial purposes or contain advertising or be intended to solicit a person to buy or sell services or to make donations, including spam or any other

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form of solicitation or promotion, or link to, directly or indirectly, any sites that violate the restrictions set forth in this section;

- constitute, contain, or encourage make-money-fast-type messages, chain letters, or pyramid schemes of any type;
- contain any virus or other harmful component or any other potentially damaging content or otherwise disrupt the normal flow of communication in or operation of the Site in any way or take any action that imposes an unreasonable or disproportionately large load on JPMA's infrastructure, including, without limitation, denial-of-service attacks;
- attempt to circumvent user authentication or the security of any user account or use any robot, spider, or other automatic device or manual process to monitor or copy the Site's web pages or any of the materials in them; or
- be libelous or defamatory.

### **Links**

The Website and Online Training System may include links to other Internet sites solely as a convenience to users. JPMA does not endorse any such linked sites or the information, content, material, products, or services contained on other linked sites or accessible through other linked sites. Furthermore, JPMA makes no express or implied warranties with regard to the information, materials, products, or services contained on or accessible through linked sites. Access and use of linked sites, including information, material, products, and services on linked sites or available through link sites, is solely at the user's own risk.

### **Disclaimer of Warranties**

THE CONTENT, INFORMATION AND MATERIALS ON THE WEBSITE AND ONLINE TRAINING SYSTEM ARE PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JPMA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY AND ALL WARRANTIES REALTING TO ANY GOODS OR SERVICES AVAILABLE, OFFERED, OR SOLD ON OR THROUGH THE WEBSITE AND ONLINE TRAINING SYSTEM. JPMA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE WEBSITE AND ONLINE TRAINING SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FREE FROM SECURITY BREACHES. JPMA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE AND ONLINE TRAINING SYSTEM OR ANY CONTENT, INFORMATION OR MATERIALS PROVIDED ON THE WEBSITE AND ONLINE TRAINING SYSTEM, IN TERMS OF ITS/THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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## **No Consequential Damages; Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL JPMA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE WEBSITE AND ONLINE TRAINING SYSTEM OR ANY CONTENT POSTED TO THE WEBSITE AND ONLINE TRAINING SYSTEM, EVEN IF JPMA OR A JPMA-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Termination**

JPMA shall have the right to suspend or terminate your access to any JPMA-related website and refuse to grant you access to use any JPMA website in the future with or without warning if JPMA, in its sole discretion, believes you have (a) violated or tried to violate the rights of JPMA or its affiliates, (b) violated or tried to violate any of the representations, warranties, or other provisions of these Terms and Conditions, or (c) acted inconsistently with any of the provisions hereof.

## **Injunctive Relief; Governing Law; Venue**

You acknowledge and agree that a breach or threatened breach of any covenant contained in these Terms and Conditions would cause irreparable injury, that money damages would be an inadequate remedy, and that JPMA shall be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain you from such breach or threatened breach. Nothing in this section shall be construed as preventing JPMA from pursuing any and all remedies available to it, including the recovery of money damages from you.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Maine, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Website and Online Training System shall be filed only in the state or federal courts in and for Kennebec County, Maine, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

The failure of JPMA to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions may not be transferred or assigned by you but may be assigned by JPMA without restriction.

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### **International Matters**

JPMA is controlled and operated from its United States offices in the state of Maine. We make no representation that materials on the Website and Online Training System are appropriate or available for use in any particular location. Those who choose to access the Website and Online Training System do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**If you don't agree to the terms contained in this Terms and Conditions and our Privacy Policy, you must immediately exit the Service.**

**Effective Date: March 11, 2014**