

TERMS OF USE

SANDLER ONLINE®

Sandler Systems, Inc. (“SSI” or “we”) has developed private, password-protected, secure web portals (also known as “organizations”) for its licensed Sandler® trainers to deliver training materials to their clients and to use in their reinforcement of the training that they deliver to their clients. We call each of these sites a SANDLER PORTAL. It is the trainer’s responsibility to administer the contents of a SANDLER PORTAL for his or her client, as well as the user names and passwords of permitted users who have licensed use of a SANDLER PORTAL through the trainer. Through the SANDLER PORTAL, the client and the individuals within the client’s organization who are participating in the training are able to access SSI’s copyrighted and proprietary workbooks, playbooks, handouts, presentations, video files, audio files, newsletters and other written materials (collectively, the “SSI Material”); upload and disseminate documents/video/audio files associated with the training, the client and/or the client’s business; and communicate with the trainer and each other.

The following are the terms and conditions of use of a SANDLER PORTAL. Please read them carefully. By logging onto a SANDLER PORTAL the first time and each subsequent log-on, you agree to observe and be bound by all these Terms of Use, as we may amend them from time to time.

Section 1: Introduction

We reserve the right to modify these Terms of Use at any time.

The SANDLER PORTAL is owned and operated by SSI. Questions concerning a SANDLER PORTAL or its operation should be directed to your particular trainer or the system administrator identified in Section 17 below. Questions concerning its content should be directed to your particular trainer.

We provide the SANDLER PORTAL "AS-IS" and "AS AVAILABLE". We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any User Content or your communications or settings.

To use the SANDLER PORTAL, you must be able to access the World Wide Web, and you must pay any Internet access fees associated with your access. You must also provide all equipment necessary to connect to the World Wide Web, including a computer or other access device. Additionally, you may be required to use “plug-ins” (such as Adobe Flash) or additional software (such as Microsoft Word) to see, use or play content that is contained in the SANDLER PORTAL.

Section 2: Password and Security

You will receive your User ID and a password for the SANDLER PORTAL. Your User ID and password are unique to you. You may not use another person’s User ID and password to access the SANDLER PORTAL nor may you allow another person to use your User ID or password.

You may not sell your User ID or password to another party. You are responsible for maintaining the confidentiality of your User ID and password, and you are responsible for all activities that occur under your User ID and password.

You agree (a) to notify the system administrator immediately of any unauthorized use of your User ID or password, or any other breach of security that comes to your attention, and (b) to log out of your SANDLER PORTAL account at the end of each session.

We cannot and will not be liable for any loss or damage arising from your failure to comply with the requirements stated in this Section 2.

Section 3: Privacy and Data Collection

See the Privacy Policy for Sandler Online for our practices regarding the collection, use and disclosure of information we collect from you.

User IDs and passwords are recorded for each user who has access to the SANDLER PORTAL. We may also record the time and duration of each session of your User ID's use of the SANDLER PORTAL. We may also record when, and the number of instances that, you access certain information, or the length of time spent viewing a course and any related quizzes, tests or certifications. Your email address and other personal information that you provide on the SANDLER PORTAL may be available for other users of the SANDLER PORTAL.

You represent and warrant that (i) you will comply with all applicable privacy, data protection, data security and marketing laws, and any other laws applicable to the collection, use, disclosure, storage or treatment of personal data; (ii) to the extent you provide us personal information of another person, you represent and warrant that you have permission to do so and have provided any required notice and obtained any required consent to do so; and (iii) to the extent you access, receive, use or otherwise process (collectively, "process") any personal information received through the SANDLER PORTAL, you are authorized to do so and you will only process such information within the scope of your authority, in compliance with applicable laws, and subject to any required data subject notice and consent. If you are accepting these Terms of Use on behalf of your company or in your capacity as a representative of your company, you represent and warrant that you have the full authority to do so and to bind your company to these Terms of Use.

Section 4: SSI Material

You agree that the SSI Material is intended for use solely by those individuals being trained by the Sandler trainer and shall not be used for any other purpose. No part of the SSI Material, whether text, image, audio or video, may be used for any purpose other than to prepare you for the training you are receiving and as reinforcement of the training provided to you. You expressly agree that SSI retains ownership of all its intellectual property rights in the SSI Material, and you shall not copy, modify, create a derivative work of or translate the same without the prior written permission of SSI. You recognize that SSI holds copyrights on the SSI Material.

You further agree not to capture for later use by any “screenshot”, or by any other methodology, the SSI Material viewed on the SANDLER PORTAL. Any material downloaded is for your personal use and is not to be disseminated to any other person(s). This includes use of the SANDLER PORTAL on any public computers such as at libraries or hotel kiosks. You are responsible for ensuring that any material viewed or downloaded on such public computers is not available in any manner after you log out from your session.

Section 5: Conduct and Content

As a condition of your continuing use of the SANDLER PORTAL, you promise that you will not use the SANDLER PORTAL for any purpose that is unlawful or prohibited by these Terms of Use. Any unauthorized use of the SANDLER PORTAL is expressly prohibited, and we reserve the right to delete inappropriate material and to suspend or terminate the account of any person who uses the SANDLER PORTAL for an unauthorized purpose.

You should understand that all messages, data, text, photographs, graphics, audio, video and other materials or information transmitted via the SANDLER PORTAL (except information that we post), whether posted for general viewing or transmitted privately ("User Content"), are the sole responsibility of the person from which an item of User Content originated. If you upload, post, send a message or otherwise transmit any User Content, you are responsible for its compliance with these Terms of Use. Although we have the right to, we do not screen, edit or control User Content. We do not accept responsibility for the truthfulness, accuracy or suitability of User Content. Under no circumstances will we be liable in any way for any User Content, including errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, sent in a message or otherwise transmitted via the SANDLER PORTAL. Once posted, User Content can be viewed and downloaded by other users of the SANDLER PORTAL.

You agree not to use the SANDLER PORTAL to:

1. upload, post, send in a message or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise offensive;
2. impersonate any person or entity;
3. disguise the authorship or origin of any User Content you transmit;
4. upload, post, send in a message or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
5. upload, post, send in a message or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

6. upload, post, send in a message or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation;
7. upload, post, send in a message or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges;
9. interfere with or disrupt servers or networks connected to the SANDLER PORTAL;
10. "stalk" or otherwise harass another; or
11. collect, store or share personal data about other users.

We reserve the right, in our sole discretion, to block or remove any objectionable User Content that you transmit or make available via the SANDLER PORTAL. Without limiting the breadth of our right, you are advised that we have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable (in our sole determination).

We store and preserve User Content in accordance with established policy and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary (a) to comply with legal process, (b) to enforce these Terms of Use, (c) to respond to claims that any User Content violates the rights of third parties, or (d) to protect the rights, property and personal safety of SSI, its employees, and its licensed trainers.

We may transmit and store your User Content over various networks, computer servers and other technological means, and we may modify your User Content to conform and adapt it to technical requirements of connecting networks or devices.

We will immediately suspend or terminate the rights of any User ID that we believe, in our sole discretion, is being used to disseminate spam or other unsolicited bulk messages. In addition, because damages are difficult to quantify, you agree to immediately pay us liquidated damages of U.S.\$5.00 for each piece of spam or unsolicited bulk messages transmitted under, or otherwise associated with, your User ID.

Section 6: Provision of Products or Services

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per address or per order.

Occasionally there may be information in the Sandler Shop that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers,

product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order). In the event that we make a change to or cancel an order, we will notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

We have made every effort to display as accurately as possible the colors and images of our products that appear in the Sandler Shop. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in any services will be corrected.

You agree to provide current, complete and accurate purchase and account information for all purchases made on the Sandler Shop. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 7: Indemnity

You are responsible for maintaining the confidentiality of your User ID, password and account, and for all activities that occur under your account. You indemnify and agree to defend and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party with respect to or arising out of User Content that you submit, post to or transmit through the SANDLER PORTAL, your violation of these Terms of Use, or your violation of any rights of another. You agree not to settle any such claim or incur any liability or admission of guilt on our behalf without our consent. We reserve the right, at our expense, to assume the defense and control of any matter subject to indemnification by you.

Section 8: Use and Storage

We may establish general practices and limits concerning use of the SANDLER PORTAL. This includes the maximum number of days that any messages, message board postings or other uploaded User Content will be retained on the SANDLER PORTAL, as well as the maximum size of any file, posting or upload of User Content on the SANDLER PORTAL. We disclaim any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content maintained or transmitted by the SANDLER PORTAL. We make no claim to the availability of data being restored in the case of server failure, natural disaster, user error or for any other reason data may become corrupt, unusable or deleted. We have the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Section 9: Modifications to the SANDLER PORTAL

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the SANDLER PORTAL (or any of its features), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the SANDLER PORTAL.

Section 10: Termination

We may suspend your password, your User ID or other use of the SANDLER PORTAL, and remove and discard any of your User Content if you violate these Terms of Use. If you repeatedly breach these Terms of Use, we may terminate your password, User ID or other use of the SANDLER PORTAL without refunding any license fees. We will suspend your password, User ID and other use of the SANDLER PORTAL when your Sandler trainer notifies us that you are no longer receiving Sandler training or reinforcement. We shall not be liable to you or any third party for license fees or otherwise for any termination or suspension of your access to the SANDLER PORTAL.

Section 11: Links and Advertising

The SANDLER PORTAL may provide, or third parties (i.e., your Sandler trainer or other individuals within your organization having access to the SANDLER PORTAL) may provide, links to other World Wide Web sites or resources. We are not responsible for the availability of such external sites or resources, and we neither endorse nor assume any responsibility for any content, advertising, products, or other materials on or available from such sites or resources. Use of such third-party websites is at your own risk. SSI has no control over the content or policies of such third-party websites. We will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

Your business dealings with, or participation in promotions of, advertisers found on or through the SANDLER PORTAL, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. We shall not be responsible or liable for any loss or damage of any kind you incur as the result of any such dealings or as the result of the presence of such advertisers on the SANDLER PORTAL.

We may place legal notices, disclaimers, our corporate logos and slogans, advertisements, endorsements, trademarks, and other identifying information on the SANDLER PORTAL, all of which we may modify, expand or eliminate at our option. All consideration (monetary and non-monetary) received by us on account of the placement or sale of advertisements, endorsements and sponsorships on the SANDLER PORTAL will belong only to us.

Section 12: Intellectual Property Rights

The SSI Material is protected by U.S. copyright laws.

S Sandler Training Finding Power In Reinforcement (with design), S Sandler Training (with design), Sandler Training, Sandler, Sandler Online, S Sandler Online (with design), S Sandler Online Finding Power In Reinforcement (with design), Sandler Selling System, SandlerBrief, Negative Reverse Selling, Sandler Pain Funnel, the Pain Funnel (words and design), Finding Power In Reinforcement, SalesAccountability, No Guts, No Gain!, Sandler's Professional Advantage, Pro Summit, Sandlerworks!, Sandler Training Certification (with design), Sandler Sales Bronze Certified Certified (with design), Sandler Sales Silver Certified Certified (with design), Sandler Sales Gold Certified Certified (with design), Sandler Sales Master Certified Certified (with design), Sandler Instructor Certified (with design), Tactics for Sales Professionals, Tactics for Sales Management Professionals, and How to Succeed are registered service marks of Sandler Systems, Inc. The Sandler Submarine (words and design), Pursuit Navigator, Client², and Client-Centric Satisfaction are service marks of Sandler Systems, Inc. Wimp Junction is a registered service mark of Sandler Systems, Inc. and Terry Slattery.

We grant you a personal, non-transferable and non-exclusive right and license to use the object code of the Software (defined below) on your computers. You promise not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, either directly or through your employees or independent contractors. You agree not to modify the Software in any manner or form, or to use modified versions of the Software for any purpose, including (without limitation) that of obtaining unauthorized access to the SANDLER PORTAL. You agree not to access the SANDLER PORTAL by any means other than the interface that we provide for use in accessing the SANDLER PORTAL.

SSI is the primary licensee of, and will retain all right, title and interest in and to the Software and all Owner Content (as defined below) prepared for, or used on, the SANDLER PORTAL, and all intellectual property rights in or to any of them.

"Owner Content" means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through the SANDLER PORTAL that we post or provide.

"Software" means computer programs and computer code (e.g., HTML, Java) used for, with or on the SANDLER PORTAL, excluding any software programs owned by third parties.

Except as provided for herein, nothing on the SANDLER PORTAL shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of SSI or any third party, whether by estoppel, implication or otherwise. All brands and names are the property of their respective owners.

Section 13: Copyright Infringement Notification

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of SSI, in appropriate circumstances, to terminate the User ID and password of a User who is deemed to infringe third-party copyrights and to remove User Content that is deemed to be infringing. To file a copyright infringement notification with SSI, you will need to

send a written communication to our designated DMCA Agent (below) that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(c) to confirm these requirements):

1. Identification of the copyrighted work(s) claimed to have been infringed and a statement of ownership to such work(s).
2. 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 us to locate the material. Providing URLs in the body of an e-mail is the best way to help us locate content quickly;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number and e-mail address at which you may be contacted;
4. 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;
5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
6. A physical or electronic signature (i.e., “/s/ [print name]”) of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Send the written notification to SSI’s designated DMCA Agent:

Shannon Howell, VP Legal
Sandler Systems, Inc.
300 Red Brook Boulevard, Suite 400
Owings Mills, MD 21117, U.S.A.
Phone Number: 410-559-2020
Fax Number: 410-653-6467
Email: legal@sandler.com

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages.

Counter-Notification for Copyright Infringement. If your content has been taken down as a result of a notification by a purported copyright owner that such party’s copyrights are infringed by your content, you may respond by sending a counter-notification to our designated DMCA Agent (above) that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g) to confirm these requirements):

1. List the material that was removed and the location at which the material appeared before it was removed. Please identify in sufficient detail;
2. Provide your name, address, telephone number, and e-mail address;
3. A statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which you reside (or Baltimore, Maryland if your address is outside the

United States), and that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person;

5. Your physical or electronic signature (i.e., “/s/ [print name]”).

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Section 14: Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SANDLER PORTAL IS AT YOUR SOLE RISK. THE SANDLER PORTAL IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. WE MAKE NO WARRANTY THAT (i) THE SANDLER PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SANDLER PORTAL WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE SANDLER PORTAL WILL MEET YOUR EXPECTATIONS, OR (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

Section 15: Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, LICENSED TRAINERS, AFFILIATES, CONTRACTORS, VENDORS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OF OR INABILITY TO USE THE SANDLER PORTAL; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SANDLER PORTAL; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SANDLER PORTAL; OR (v) ANY OTHER MATTER RELATING TO THE SANDLER PORTAL.

Section 16: Notices

The SANDLER PORTAL may provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on the SANDLER PORTAL.

Section 17: General

These Terms of Use constitute the entire agreement between you and us relating to your use of the SANDLER PORTAL and govern your use of the SANDLER PORTAL, superseding any prior agreements between you and us, or you and our licensed trainer(s). You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms of Use and the relationship between you and us shall be governed by the laws of the State of Maryland, U.S.A. without regard to its conflict of law provisions. You and we agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within or applicable to Baltimore County, Maryland, U.S.A. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SANDLER PORTAL or these Terms of Use must be filed within one year after such claim of action arose or be forever barred.

Any unauthorized access, modification or change of any information, or any interference with the availability of or access to the SANDLER PORTAL is strictly prohibited. We reserve all legal rights and remedies available to us and this disclaimer shall in no way be deemed a limitation or waiver of any other rights we may have.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Section 18: System Administrator

Please report any violations of these Terms of Use to the system administrator:

Shannon Howell, VP Legal
Sandler Systems, Inc.
300 Red Brook Boulevard, Suite 400
Owings Mills, MD 21117, U.S.A.
Phone Number: (410) 559-2020
Fax Number: (410) 653-6467
Email: legal@sandler.com

END

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