



## Class Policies

The following terms and conditions are a detailed explanation of The Concrete Countertop Institute's policies regarding registration and cancellation procedures, payment, and intellectual property. You have made an excellent choice in deciding to invest in intensive training from The Concrete Countertop Institute. Our obligation is to provide you with excellent training. This document explains your obligations as well. Please read it carefully and make sure that you understand everything, because you are bound by these terms and conditions. We look forward to the beginning of a great relationship with you, and encourage you to call us with any questions at all about these policies or other questions about the classes.

This document describes the terms and conditions that apply to the self-study or hands-on classes ("Classes") provided to you by The Concrete Countertop Institute, LLC and/or Exclusive Concrete Inc. ("CCI"). By registering for or purchasing the Classes, you are entering into a contract agreeing to these Terms and Conditions (the "Agreement"). **If you do not agree to these Terms and Conditions, you may cancel your registration and receive a full refund within three business days of registering**, except that once you attend any portion of a Class and/or receive any Class Materials (defined under Intellectual Property Rights) there are no refunds for any reason whatsoever.

### **Payment, Cancellation and Refunds**

You agree to pay all fees for the Classes at the times specified by CCI. For hands-on classes other than Ultimate, a deposit of \$250 per class, per student is required to reserve your seat in class. The deposit for Ultimate is \$1000.

All deposits are non-refundable but can be applied to a future hands-on class or a self-study class. You may reschedule your class attendance within 6 months of your originally planned class date, and any payments CCI has retained for that class will be applied to the tuition for the new class date. After 6 months, you will need to pay in full for the new class date.

Six weeks before the class start date, your card will be charged for the remaining balance for that class. If the charge fails, you will immediately lose your seat in class, and you will need to apply your deposit to a future class within 6 months.

Registration for Class is on a first-come first-served basis and order of registration is determined by the time your full payment is processed.

Travel, lodging and meal expenses (except continental breakfast and lunch) are the responsibility of the students.

CCI makes every effort to post accurate and up to date class schedules and availability on its Web site, but will in no event be liable for any indirect, special, or consequential damages or any damages whatsoever resulting from inaccuracy of the information on CCI's Web site or other CCI documentation, whether written or verbal.

CCI reserves the right to change or cancel Classes at any time. CCI will in no event be liable for any indirect, special, or consequential damages or any damages whatsoever resulting from changes or cancellations. Refunds of the Class tuition due to changes or cancellations will be processed within 10 business days.

CCI reserves the right to deny registration/purchase of Classes to anyone for any reason other than race, gender, sexual orientation, age, handicap or religion.

**[OVER for signature]**

**Intellectual Property Rights**

You acknowledge that CCI owns all right, title and interest in and to the Class and all information and materials provided to you in connection with the Class, whether provided orally, electronically or in tangible form (the "Class Materials"), and such Class Materials are protected by U.S. and international intellectual property laws.

CCI hereby grants you a personal nontransferable nonexclusive license, without rights to sublicense, to use the Class Materials solely to design, fabricate and install concrete countertops and related products such as fireplace surrounds, table tops and sinks ("Your Concrete Business"). You shall not copy the Class Materials. You shall not distribute, disclose, display, make available on the Internet, or otherwise make available to any third party, the Class Materials, in whole or in part, except for employees in Your Concrete Business. You shall not create derivative works of the Class Materials. You will keep the Class Materials in a secure location so that they cannot be accessed by a third party. **You agree that You will not provide training classes, seminars, web seminars, conferences and the like that are similar to the Classes for a period of five (5) years after the end date of the Class. Without limiting the general nature of the previous sentence, you will not use the Class Materials (in whole or in part) for a period of three (3) years after the end date of the Class (i) in connection with developing or providing training to any third party, (ii) to make concrete countertop mixes for the purpose of commercial sale to third parties or (iii) to assist third parties in the development of concrete countertop mixes for commercial sale.**

**CCI considers the information in the Class Materials to be confidential and proprietary information. Any violation of this section labeled "Intellectual Property Rights" will be seen by CCI as a serious offense, and may result in CCI taking actions against you.**

You are responsible for ensuring that employees of Your Concrete Business uphold all of the above Intellectual Property Rights.

**Governing Law**

This Agreement shall be construed and enforced pursuant to the laws of the State of North Carolina; You agree all actions arising under this Agreement shall be proper and brought in the courts of the state of North Carolina.

**Disclaimer of Warranties**

THE CLASSES AND CLASS MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. CCI MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER INCLUDED HEREIN, OR THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED IN THE CLASSES OR THE CLASS MATERIALS.

**Limitation of Liability**

CCI WILL NOT BE LIABLE FOR ANY, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CLASSES OR THE CLASS MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION). IN NO EVENT WILL THE LIABILITY OF CCI TO YOU FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF THE CLASSES AND CLASS MATERIALS, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY YOU TO CCI IN THE ONE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**Indemnification**

You agree to indemnify, hold harmless and forever discharge CCI and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, arising from or in any way related to your use of the information from the Classes or Class Materials.

**Miscellaneous**

This contract and the rights granted hereunder may not be assigned or transferred by you, in whole or in part. This contract and any waiver of liability executed by you in favor of CCI represents the entire understanding and agreement between you and CCI concerning the Classes and supersedes any prior representations, understandings or agreements.

Signature \_\_\_\_\_

Date \_\_\_\_\_