



Terms of Service

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Trainbyus.com (Parasol Consulting Inc)

Trainbyus.com

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These terms of service are a binding legal document (the "Agreement") that is entered into by and between you and Trainbyus.com (Parasol Consulting Inc (referred to herein as "Trainbyus.com (Parasol)" and "Trainbyus.com (Parasol Consulting Inc)"). You agree that your use of the website at the URL: <https://Trainbyus.com>, and any of its associated websites, including but not limited to trainbyus.com, and trainbyus.com, which Trainbyus.com (Parasol Consulting Inc) may change from time to time at its discretion, (collectively, the "Website"), and the services and content offered therein, shall be bound by this Agreement. This Agreement is effective as of the date you first accessed the Website and/or Services (whichever is first).

1. Description of Services: Use of Services

Trainbyus.com (Parasol) provides a number of services for ERP applications including cloud based applications, online help & collaboration and online learning & assessment, which may include, without limitation, quizzes & surveys, flashcards & games, training courses, knowledge bases, chat, ("Service" or "Services"). You may use the Services for your personal use or for internal business purposes in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

Subscriber may not (a) rent, loan or re-license rights to access and/or use the Service (except as specifically provided herein); (b) modify, disassemble, decompile, or reverse engineer business process or services included as part of the Service; or (c) see our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws.



2. Definitions

The terms "us", "we", and "our" refer to Trainbyus.com (Parasol Consulting Inc), the owner of this Website, hereinafter referred to as Trainbyus.com (Parasol Consulting Inc). A "Visitor" is someone who merely browses our Website. A "Member" or "Subscriber" is someone who has registered with our Website to use our Services. The term "User" is a collective identifier that refers to either a Visitor, Member, or a Subscriber. The term "Product" refers to any products we sell or give away.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our "Content". We distinguish content posted by our Members as "Member Content".

3. Acceptance of Agreement

This Agreement is between you and Trainbyus.com (Parasol Consulting Inc).

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Trainbyus.com (Parasol Consulting Inc) and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

4. Privacy Notice

Our Privacy Notice is considered part of this Agreement and is available on this website. You must review our Privacy Notice. If you do not accept and agree to be bound by all the terms of this Agreement, do not use this Website or our Services.

5. Arbitration



Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our Service, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Plano, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Plano, Texas necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

6. Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in Plano, Texas, and will be governed by and construed in accordance with the laws of the state of Texas without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

7. Limited License

Trainbyus.com (Parasol Consulting Inc) grants you a nonexclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. Any use for commercial gain is expressly prohibited. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

8. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

9. Our Services to You

This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and Trainbyus.com (Parasol Consulting Inc).



10. Our Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior permission of Trainbyus.com (Parasol Consulting Inc) obtained in a written instrument signed thereby. Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

All proprietary rights in the Service will remain in and be the sole and exclusive property of Company. Company shall have the royalty-free right to use any suggestions, ideas, feedback or other recommendations provided by Subscriber relating to the Service ("**Submissions**"). Company may use Subscriber's name and/or its logo on Company's website and in its marketing materials to indicate that Subscriber is a client of Company.

11. Eligibility and Registration for Membership

To use our Services, you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Website and Services are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Website and/or Services, you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement. Trainbyus.com (Parasol Consulting Inc) has sole right and discretion to determine whether to accept a Member and may reject a Member's registration with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality as well as all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

12. Downloading and Uploading Files and Public Messages



You may engage in conferences and chats, download and upload files and otherwise use the Services as permitted by these Terms of Service & Privacy Policy and applicable law. Files that you upload, public messages that you send and your activity in conferences and chats are subject to review, modification and deletion without notice by Trainbyus.com (Parasol). Files available on the Trainbyus.com (Parasol) Website may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations if you download them. Any copyright, trademark, and other proprietary notices may not be removed from any copies you download or share.

By using our Service or the Trainbyus.com (Parasol) Website, you warrant and represent that:

(a) All quizzes, surveys, training, content, questions, information, data, text, software, photographs, images, video, quiz or polls or any other type of responses, messages or other materials that you upload to the Trainbyus.com (Parasol) Website ("Content") are your original works of authorship, and that, if you are uploading the image of any third party, you have obtained the right to use his or her likeness on the Trainbyus.com (Parasol) Website, and **(b)** By using the Trainbyus.com (Parasol) Website and the Services, you may be exposed to Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, vulgar, obscene, offensive, indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, and you agree and consent to that exposure.

13. Subscription Services

Trainbyus.com (Parasol) offers certain Paid Services that you may subscribe to for an additional charge (the "Subscription Services"). Our prices for Subscription Services vary by product and package type and are clearly stated on the "Pricing" web page for each product. These Subscription Services descriptions and Pricing are incorporated by reference into these Terms and Conditions and are exclusive of any taxes, duties, fees, or tariffs. If you purchase a Subscription Service, you will be responsible for paying all fees, as well as any such taxes. If Trainbyus.com (Parasol) is required to pay any taxes on your behalf, you agree to reimburse Trainbyus.com (Parasol). Company reserves the right to modify its fees with respect to its Services and to introduce new charges (to become effective upon the upcoming Renewal Term (as defined below)), by providing Subscriber written notice at least thirty (30) days prior to the end of the then current Term.

Subscription Services are provided on continuous service basis. This means that Trainbyus.com (Parasol) will automatically renew your subscription at the end of its term unless the subscription is canceled using the tool on the account page on the Trainbyus.com (Parasol) Website at any time prior to the end of the then-current subscription. You will be charged a renewal rate equal to the rate for the immediately preceding subscription period, based upon the subscription program (annual, quarterly, monthly, etc.) that you have chosen, unless Trainbyus.com (Parasol) has updated to a



new rate. A cancellation of a subscription requested through account page will become effective on the date that your then-current subscription period expires.

If you have elected to pay the fees referred to in this section by credit card, you hereby warrant that the credit card information provided by you is correct, and you shall promptly notify Trainbyus.com (Parasol) of any changes to such credit card information. You acknowledge and agree that if the credit card payment cannot be processed for any reason, Trainbyus.com (Parasol) will automatically cancel your subscription and any data stored in the services will be deleted.

14. Fair Use Policy

For the purpose of this agreement, 'unlimited' is defined as what the vast majority of users or customers will utilize in any given month. In order to prevent misuse of the Service beyond its intended and customary use (e.g. but not limited to, resale, large third party services or mass market use, sharing of accounts etc) and to ensure good service response time to all, usage with significant amount of video / content is Trainbyus.com (Parasol) sole discretion, may be charged an extra fee or service may be permanently terminated or temporarily blocked (as deemed suitable by the company in its sole discretion).

Trainbyus.com (Parasol) may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Trainbyus.com (Parasol) may decide that we need to take immediate action without notice. Trainbyus.com (Parasol) has no obligation to retain your Content upon termination of the applicable Service.

15. Errors, Corrections, and Changes

We do not represent or otherwise warrant that our Website will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely, or otherwise reliable. Trainbyus.com (Parasol Consulting Inc) reserves the right at our sole discretion to change any content, software, and other items used or contained in our Website or Services at any time without notice.

16. Disclaimer

Our Website publishes content supplied by third parties, Users, Advertisers, Merchants, and Sponsors. Accordingly, Trainbyus.com (Parasol Consulting Inc) has no editorial control over such



content. Any opinions or other information or content expressed or made available by third parties, including information providers, Users, or any other user of our Website, are those of the respective author(s) and not of Trainbyus.com (Parasol Consulting Inc). Trainbyus.com (Parasol Consulting Inc) does not guarantee the accuracy, completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties.

You hereby acknowledge that nothing contained in our Website will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and Trainbyus.com (Parasol Consulting Inc) or our Members. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our Website or Services.

17. Warranty Disclaimer

Trainbyus.com (Parasol Consulting Inc) is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our Website, or by Trainbyus.com (Parasol Consulting Inc). Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Website or Services. Trainbyus.com (Parasol Consulting Inc) is not responsible for the online or offline conduct of any User of our Website or Services.

Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. Trainbyus.com (Parasol Consulting Inc) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

Trainbyus.com (Parasol Consulting Inc) is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services.

Under no circumstances will Trainbyus.com (Parasol Consulting Inc) be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone's use of our Website or Services, or any interactions between Users of our Website or Services, whether online or offline.



Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, recommendation, or any affiliation with our Website by third parties or by any of the equipment or programming associated with or utilized by our Services.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR WEBSITE ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

Trainbyus.com (Parasol Consulting Inc), INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR WEBSITE OR SERVICES. Trainbyus.com (Parasol Consulting Inc) CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. Trainbyus.com (Parasol Consulting Inc) DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

Trainbyus.com (Parasol Consulting Inc) DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE WEBSITE OR SERVICES ARE COMPLIANT WITH ANY LAWS, REGULATIONS, REQUIREMENTS, OR OTHER SPECIFICATIONS WITH RESPECT TO ANY INDUSTRY, INCLUDING BUT NOT LIMITED TO MEDICINE AND MEDICAL DEVICES, EMERGENCY SERVICES, LAW ENFORCEMENT, OR ANY OTHER INDUSTRY WHERE ERROR-PROOFING, REDUNDANCY, AND/OR A HIGH LEVEL OF SECURITY ARE WARRANTED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. **Trainbyus.com (Parasol Consulting Inc) AND ITS AFFILIATES, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO YOU (OR ANY THIRD PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING**



NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Trainbyus.com (Parasol Consulting Inc).

OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Trainbyus.com (Parasol Consulting Inc)'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITE AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

19. Member Conduct

Members may post their content to our Website through our Services (Member Content). Members and Visitors understand that by using our Website or Service, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Trainbyus.com (Parasol Consulting Inc) is not responsible for the monitoring or filtering of any Member Content. Should any Member Content be found illegal, Trainbyus.com (Parasol Consulting Inc) will submit all necessary information to relevant authorities.

If any Member Content is reported to Trainbyus.com (Parasol Consulting Inc) as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Trainbyus.com (Parasol Consulting Inc). If the Member fails to meet such a request, Trainbyus.com (Parasol Consulting Inc) has full authority to restrict the Member's ability to post Member Content OR to immediately terminate the Member's membership without further notice to the Member. Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.



You warrant that you will not use our Services to infringe on the intellectual property rights of others in any way. In accordance with applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others' intellectual property rights.

20. As a Member, you agree not to use our Services to do any of the following:

Upload, post, or otherwise transmit any Member Content that:

1. Violates any local, state, federal, or international laws
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortious, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
4. Links directly or indirectly to any materials to which you do not have a right to link
5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
6. 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, or to extract information from our Website, the Services, or any Member or third party
7. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
8. In the sole judgment of Trainbyus.com (Parasol Consulting Inc) is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose Trainbyus.com (Parasol Consulting Inc), our affiliates, or our Users to any harm or liability of any type
9. Cheats or manipulates votes or otherwise misleads people by creating fake user profiles
10. Activities which compromise the integrity of any competition, competition entries, and/or points awarded.
11. Solicits personal information from a child under 16 years of age.



21. As a Member, you further agree not to use our Services to use our Content to:

1. Develop a competing website
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism

22. Right to Purge Content

Trainbyus.com (Parasol) reserves the right to purge Content from its databases created by any User at any time in our sole and absolute discretion without notice. You acknowledge and agree that you are solely responsible for backing up any Content uploaded to the Trainbyus.com (Parasol) Website or received through the use of the Services. Trainbyus.com (Parasol) shall not be liable for any purging, deletion, or failure to retain or record any such Content.

23. Effect of Account Expiration

If the Subscriber's paid Subscription Services term expires or otherwise lapses (whether due to late payment, rejected payment method, or other reason), Subscriber's account shall be downgraded or deleted. **Member Content may be deleted without warning and without notice.**

Trainbyus.com (Parasol Consulting Inc) shall have no liability and no obligation with respect to Member Content deleted in such manner. Subscriber shall be solely responsible for ensuring that Subscriber's payment method is up to date and Subscriber's term does not inadvertently expire.

24. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.



25. Linking to Our Website

You may provide links to our Website provided that (a) you do not remove or obscure any portion of our Website by framing or otherwise, (b) your website does not engage in illegal or pornographic activities, and (c) you cease providing links to our Website immediately upon our request.

26. Links to Other Websites

Our Website may from time to time contain links to third-party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites. Trainbyus.com (Parasol Consulting Inc) has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

27. Payments

You represent and warrant that if you are purchasing something from us, (i) any payment information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

28. Refund Policy

We do not have any refund policy for our CONSULTING services, online training courses or test services provided by us to any member.

29. Termination of Membership

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. Upon termination, you will stop representing yourself as a registered Member or Client. You must delete or destroy any information or content (including all copies) obtained from our Website. Certain provisions of this Agreement, including, but not limited to, copyrights, intellectual property, indemnity, trademarks, limitation of liability, warranty, user submissions, collection of



information, prohibited items and activities, and jurisdictional issues will survive the termination of this Agreement.

30. Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

31. General

By providing your e-mail address to Trainbyus.com (Parasol) you hereby consent to Trainbyus.com (Parasol) sending you e-mails regarding, arising from, or otherwise relevant to the Services and/or Website. We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. We will also post these changes on our website. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Website, Services, and Products.

You acknowledge and agree that Trainbyus.com (Parasol) may retain third party contractors and service providers ("Subcontractors") in order to and in relation to the provision of the Services and the Website. You hereby consent to Trainbyus.com (Parasol) providing said Subcontractors with your information to the extent necessary for them to provide their services in relation to the Services and Website. Trainbyus.com (Parasol) may assign this Agreement to any affiliate, or to any third party acquirer of all, or substantially all, of the Website and Services, without your consent, by providing you with thirty (30) days advance written notice thereof. If you disagree with such assignment you shall terminate your account by providing Trainbyus.com (Parasol Consulting Inc) with written notice thereof.

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed, to the extent possible, to be consistent with applicable law and the intent of the parties, and the remaining portions will remain in full force and effect. For the avoidance of doubt, Content cannot legally bind Trainbyus.com (Parasol) absent a duly executed written instrument. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence.



Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.