**Terms and Conditions of Service**

**Introduction & Scope.**

Welcome, please read the following Terms and Conditions of Service (hereinafter, the “**Terms**”) for the website www.ceonpoint.com (the “**Site**”) carefully. This is a legal agreement which sets out the terms and conditions on which CEonpoint LLC (hereinafter referred to as “**CEonpoint**”) will provide services to you or to the legal entity you represent ‘**you’**, ‘**your**’, and/or ‘**yourself**’.

The terms ‘**us**’, ‘**its**’, ‘**ours**’ and/or ‘**we**’, as used herein, shall refer to us, CEonpoint and/or our affiliates, assignees, successors and/or brands. These Terms shall supplement our Privacy Policy (the “**Policy**”), incorporated herein by reference.

**User Agreement & Acceptance.**

By accessing our Site, you are agreeing to be bound by these Terms, which constitute a legally binding user agreement, along with any and all applicable laws and regulations. By using our Site, you represent and warrant that you: (a) are of legal age or legal capacity in your jurisdiction; (b) agree to all of the terms and conditions stated herein; (c) have the right, power, and authority to bind your represented entity or the agency to these terms and conditions.

You hereby acknowledge and covenant to abide by and comply with any applicable federal, state and local rules and regulations applicable to your use of our services. If you do not agree with any of these Terms, you are thereby prohibited from using or accessing this Site.

The Site’s accessibility to the user is solely provided for the user’s individual benefit. If you are using our Site in representation of a corporate third party, you hereby represent and warrant that you have the necessary power and authority in order to execute this agreement.

In order to use the functionalities and services provided, you will need to register for an account with us, thereby disclosing certain proprietary information, along with personally identifiable information.

**General Account Registration, Verification and Safety Rules.**

In order to use our Services, you must create an account, including all mandatory fields on the registration form. You must provide accurate and complete information, and you hereby agree to keep secret the password chosen upon creating your account and not to communicate it to anybody. If you lose or disclose it, you must promptly inform us.

You are solely responsible for the activity that occurs on your account and for keeping your password secure and confidential, and must notify us immediately of any breach or unauthorized use of your account.

**Account for Professionals**

CEonpoint provides, operates and manages an online platform that provides continuing education (CE) to all professionals worldwide (collectively, the “**Services**”). It is available at website and mobile app anytime, anywhere.

All online courses and training are uploaded by accredited CE providers in different countries so you can be sure that you are receiving only the best from the experts in their own field of specialization. At CEonpoint we offer continuing education through online courses and training. Plus, we will provide you with a free suite of Professional CE Management Software (PCE-MS) upon registering with the following features:

* Set your total Required CE Units or Contact hours and its breakdown as to General and Specific. Also set the period of time for its completion.
* Reset your Required CE Units or contact hours and period covered for another set of certificates for your next license renewal or performance appraisal once your present required units or contact hours has been completed.
* Store your previous certificates at the archive section once you completed your required CE Units or contact hours.
* Track your Required CE units/contact hours versus the Obtained CE units/contact hours and the Needed CE units/contacts. Your completion station is also shown in your CE tracker.
* Take online courses uploaded by accredited CE Providers locally or internationally viA ceonpoint.com website or from its mobile app.
* Receive a digital certificate with credit units or contact hours once you pass the examination section at each online course. Your certificate will be recorded automatically in your personal account and to your employer’s Staff CE Record if you tool the online course from your employer who is using ceonpoint’s Institution Continuing Education Management Software (ICE-MS).
* Digital Certificates are verifiable online at the CEonpoint website particularly at this page or link <https://ceonpoint.com/index.php/pages/cfvalidation/>.
* Register online in training/seminars sponsored by CE Providers or your institution. Once you attended the training you will receive digital certificate that will also be recorded automatically to your personal account and at the same time to your employer’s Staff CE Record if the training is conducted by your institution using the Ceonpoint’s ICE-MS.
* Manually upload your certificates issued by other CE Providers (who are not using our digital certificate) and you can send certificates electronically to your employer or other recipients of your choice.
* Store all digital certificates and manually uploaded certificates to the listing of certificate with automated summary of all credit units/contact hours.
* Automatically add all your CE units or contacts hours to keep you on track of your required CE units/contacts for license renewal or performance appraisal. Your PCE-MS tracker will show your completion status.
* Send your certificates to government agency for license renewal through CEonpoint as your broker so you would not go personally at the office once ce broker gets accreditation for brokerage in your country.
* Receive notification of new online courses or training relevant to your profession and more.
* Upload professional competency cards like basic Life Support (BLS) ACLs, PALS, etc and get notification of its status as either, \_\_\_\_\_ expiring, expired, past due.
* Be notified of the expiration date of your professional license and of the professional cards.
* Access to your institution's online courses and training for free at your institution CE webpage if your institution is using the CEonpoint’s ICE-MS. You can do this by going to your account, click the edit profile tab, and answer YES to the question, “Are you under institution?”, select the name of your institution and enter the code of your institution. You can get the code by contacting the training department of your institution.
* Track all your online courses or training/seminars through your certificate listing. You can click the title of the online courses and it will redirect to the URL.
* Track all your digital certificates issued to professionals from online course or training/seminar through certificate listings.
* Promote yourself at the professional listing for employment purposes so that employers can check on your profile by opting to promotion features at additional cost.
* Promote your professional practice as featured listing at the list of our Professionals to get more clients by opting to promotion features at additional cost.

Your membership signifies that you are serious about your project management career and your professional development. It highlights this dedication to employers, colleagues and stakeholders, giving you an edge in the job market. It also provides you with access to valuable knowledge, networks and resources.

When you complete one of our CE courses, you will receive a certificate of completion, which you can share with your friends, relatives, co-workers and potential employers. Certificates of completion help demonstrate your accomplishments, and unfortunately, certificates are created using a template and the information provided by the CE Providers, thus there is no way to change the formatting for them.

Please take into account that CEonpoint is not an accredited educative institution, and as a result, the certificate is issued not by the ceonpoint but by the CE Provider who are accredited educative institution and thus valid for continuing education document necessary for license renewal or performance appraisal. Accredited CE Providers only uses the Certificate Software to generate computer-based, online verifiable certificates both for online courses and training.

Your certificate of completion is generated using your name as provided during your registration, henceforth it is important to use your full and complete name when registering your account details. If you indicated your incomplete name, you may be able to update it on your account, but sometimes you will need to contact our customer support team for update of your account and certificate.

Also, most of our certificate will be generated using the language selected for your account. As a general rule, the language will be English, and in time we will include new languages on our systems. If a language is not available yet, please contact us, we will be happy to hear your recommendations.

As one of our professional students, you’ll gain exclusive access to publications, tools, templates, articles, guides and other resources to keep you informed and remain efficient. We also provide other online services, as indicated on our Site from time to time.

**Payment Terms.**

We rely on authorized third-party payment processors in order to bill you through a payment account linked to your account. Depending on your location and what country your account is registered in, your payment methods may include the following: PayPal, international credit and debit cards such as Visa, MasterCard, American Express, and Discover. Cash payments via third party platforms and bank transfers may be an option for students in several different Latin American nations, as well as some countries in Europe and Asia.

For users of our App, we also accept Apple App Store and Google Play. Since the mobile apps use Apple’s and Google’s payment systems, additional payment options may be available.

Henceforth you hereby authorize us to charge the pertinent fees through your indicated payment processing account. CEonpoint shall not be held responsible for any and all costs, charges and currency conversion fees by the payment processor, and you should review its terms and policies from time to time, which will govern the provision of services to you.

You must provide us with valid and current billing information. Except as expressly set forth herein, all payment charges are final and non-cancelable. If we detect any chargeback or if any payment is not received by us or our payment processors for any reason, you will promptly pay us any and all amounts due to us upon notice. Any failure or inability by us to process any payment hereunder does not relieve you from your payment obligations.

Some of the most common reasons banks decline payments include insufficient funds, too many payment intents, card purchase limitations, and card security policies, among other issues. Since CEonpoint does not have detailed insights into why a payment is declined, we recommend contacting your payment processor or financial institution directly to help solve the payment issue.

**Currency Terms.**

By default, students who do not have one of our supported currencies assigned to their account will see prices set in USD. We may accept other currencies now or in the future, depending on your location and the settings allowed by your payment processor. The currency is generally set based on the IP location of where your account was created.

Due to compliance requirements, we are not permitted to change the currency of an account once it is set by our systems or the ones of your payment processing system. However, if you reside in a different nation than the one your account was created in, and are presently located in the country of your residence, please contact our support team so we can assist you further. We will require from you the necessary information about your legal residence, tax identification number, visa/migratory status, etc.

Please keep in mind that there may be additional costs, fees and ancillary expenses when dealing with currency conversion options. We are not responsible for such, and we recommend you to consult the terms and conditions of your preferred payment processor platform.

**Refund Policy.**

We try to create an equitable field for all of our users. We encourage CE Providers to upload top quality content, and we also allow our students to be able to request a refund if they are not satisfied with their purchase. Thus, the default return period for the courses offered in the Site is for 30 days only.

Since payments are sent to CE Providers after 30 days, for your protection we will not process refund requests received after the refund window. For some of our products, we also offer a partial refund program, or credit options.

Most refunds will be processed returned via the original payment method. Please note that certain restrictions may apply and some purchases may only be eligible for credit refunds. In some countries where cash payments systems are available, most courses will not be eligible for a refund. In such cases, and provided that you are still within the 30-day refund window, you will generally be eligible to receive a purchase credit which will be valid for further purchases of our courses.

You can challenge a refund by contacting our support team, or clicking on the request a complaint button or similar which appears on the Site when you are logged into your account.

When you submit a challenge request, please be sure to include the course url, the reason for your request, and the type of payment method that you used when making the purchase.

If professionals were able to download all the content of a course before the refund was requested, our team may deny your refund request. Users who purchase and refund multiple courses may be subject to suspension for abuse of the refund policy.

If you have a problem with your payment, please contact us as soon as possible. You can always contact our team with questions about your purchase, and we will strive to answer them and work together to solve any such doubts.

**Service Eligibility.**

CEonpoint does not generally provide its Services to persons under the age of eighteen (18). Users under the age of eighteen (18) may use CEonpoint, only with the express, unequivocal consent of their legal guardians. Accordingly, we reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. Upon the failure to provide such proof of age, we reserve the right to immediately freeze, block or cancel the account, with no liability.

In compliance with the terms of the Children’s Online Privacy Protection Act (‘COPPA’), CEonpoint does not knowingly collect any kind of information from any person under the age of thirteen (13), and will delete any related information thereto. All of our users are otherwise prohibited from providing us with personally identifiable information of persons under the age of thirteen (13).

**User Support.**

If you have any questions or complaints regarding the Site or our Services, please contact us by email as indicated on our contact web page. We will undertake commercially reasonable efforts in order to answer as quickly as possible. You must provide us with full details of your service query so that we can clearly asses your concerns.

For purposes of clarification, we will be responsible to provide user and technical support for the App, and not Apple or Google.

**Third-party Websites and Content.**

From time to time, our Site and Services may contain hyperlinks to other websites. These links are for your personal convenience and to provide you with further information which may be of interest to you. The provision of such links does not imply any endorsement of such third-party websites (or their products and services). Please review the applicable terms and policies of such websites, including their privacy and data collection practices.

We may place ads and promotions from third-party sources in the Site. Accordingly, your participation or undertakings in promotions of third-parties other than CEonpoint, and any terms, conditions, warranties or representations associated with such undertakings, are solely between you and such third-party. CEonpoint is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

**User Code of Conduct.**

As our user, you agree not to undertake, motivate, or facilitate the use or access of the Site or the Services in order to:

* Infringe these Terms, or allow, encourage or facilitate others to do so.
* Plagiarize and/or infringe on the intellectual property rights or privacy rights of any third party, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
* Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.
* Republish, sell, rent or sub-license content or materials from the Site without our authorization.
* Reproduce, duplicate or copy material from the Site without our authorization.
* Otherwise reverse engineer, decompile or extract the proprietary code of the Site and our Services.

**Account Suspension & Termination.**

CEonpoint encourages you to report violations of our Terms. Users undertaking conducts that may constitute a factual –or even alleged– breach of these Terms, including but not limiting, using automated mechanisms to make fraudulent communications, may become subject to immediate account suspension/termination, at our sole and final discretion, without notice and without responsibility.

We reserve the right, at our sole and final discretion, to deactivate, freeze, suspend or terminate any account upon any factual or alleged breach of these Terms. You must notify us immediately of any change in your eligibility to use our platform, or if you suspect a breach of security or unauthorized use of your account.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Site or our Services.

**Content Moderation.**

CEonpoint encourages users to report violations of our Terms. Each user is solely responsible for their activities and any content posted, transmitted or otherwise made available via our Services.

CEonpoint has the right, but not the obligation, to monitor any chat activity and ‘user generated content’ (e.g. names, photos, posts, feedback, images, comments, questions and other content) to determine compliance thereof, and to edit, refuse to post or remove any material or content submitted to or posted on our Services that we find to be in violation of our Terms, Policy or that is otherwise objectionable.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the CEonpoint and our Services.

We reserve the right (but not the obligation) to monitor disputes between you and other of our users. We also reserve the right (but not the obligation) to delete items, products, services and user generated content that would be interpreted or considered offensive or spam.

**Changes to the Services.**

CEonpoint reserves the right to modify, amend, suspend, terminate, upgrade, update or otherwise modify these Terms, the Site and the Services, at any time and without notice. Any changes will be displayed on the Site, and we may also notify you by email. As a general rule, we will try to not diminish the functionalities available to your Service tier, and in the case of increased or newly available functionalities, we will inform you before their activation, including the timeframe to accept new payment terms.

Please refer to the last effective date where changes were last undertaken by us. Your use of our Services after the effective date of any update– either by an account registration or simple use – thereby indicates your acceptance thereof.

**User Privacy.**

By disclosing any data and personally identifying information to us, you agree to our Policy, including the collection, process, storage and disclosure of such personally identifiable information, including to our affiliates, partners and clients. We will ask for your express consent, including for inclusion into our newsletters, updates, and follow ups. For more information, please read our Policy.

**No Spam Policy.**

We reserve the right to screen our content to locate and delete any spam or deceiving coupon, code, offer or link to any product or service. We will not tolerate, and we will not allow others to undertake though our Services, App or Site, any and all massive delivery of unsolicited bulk communications to our users or to any third party. Any commercial electronic communication (“CEM”) that you may receive from us our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our CEMs will include measures in order for you to stop receiving them, usually through an unsubscribe link.

**Mobile Application Policy.**

You acknowledge and agree that these Terms are concluded between you and CEonpoint only, and not with Google Inc. or Apple Inc. (hereinafter, “Apple” and “Google”). Henceforth, only upon the case where CEonpoint hosts the App, uploads, certifies, manages and/or updates it before Apple and Google, CEonpoint shall be the entity solely responsible for the Site, any mobile application software operated by CEonpoint (the “App”) and the content thereof before the general end user. Please be informed that these Terms shall be, in turn, supplemented, amended or completely replaced by the appertaining terms of use and privacy policies for the App provided by Apple and Google.

These Terms may not provide for usage rules for the App that are less restrictive than the usage rules set forth for licensed applications in, or otherwise be in conflict with, Google Inc.’s or Apple Inc.’s terms of service.

**App Store Terms.**

You hereby acknowledge and agree that these Terms are executed between CEonpoint and you, and not between Google or Apple. Henceforth, the license granted to you for the App is also limited to a non-transferable license to use the App an authorized third party device activated product that you own or control, and as permitted by the terms of use set forth in the applicable app store.

These Terms may not provide for usage rules for the App that are less restrictive than the usage rules set forth for licensed applications that otherwise are in conflict with, Google’s or Apple’s app stores terms of service.

CEonpoint, and not any such third party app store provider, shall be solely responsible for the App and any and all content thereof. CEonpoint is solely responsible for the App, the Services and the content thereof.

To the extent these Terms provides for terms of use or licenses for the App that are less restrictive than the terms of use set forth in the applicable app store, or that otherwise are in conflict with their respective of use, the more restrictive term shall govern.

CEonpoint is solely responsible for providing any maintenance and support services with respect to the App, and neither Apple nor Google have any obligation to furnish any maintenance and support services thereof.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple or Google, and they may refund you the purchase price for the App only (if any); and, to the maximum extent permitted by applicable law, neither Apple nor Google will have other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will CEonpoint’s responsibility.

You hereby acknowledge and agree that Apple and Google (and their affiliates), are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as third party beneficiaries thereof.

**Confidentiality.**

Neither party shall disclose any Confidential Information to any third party except to its employees, attorneys, tax or accounting professionals who have a legitimate need to know and who have agreed to be bound by the provisions of a confidentiality agreement at least as stringent as the ones herein. Each party shall further protect the Confidential Information to the same extent as it protects its own information of a similar type.

For the purposes herein stated, “Confidential Information” shall be defined as the digital, verbal and/or written disclosures, documents or communications, stored in either written, graphic, digital, optical electromagnetic form or in software as a service systems, commonly known as “the cloud”, e-mails, optical disks, memory cards or removable drives or any other means that can retain information.

Confidential Information shall not include, information that: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the recipient party and without breach of these Terms, (iii) is already in the lawful possession of a party without restriction prior to disclosure; (iv) becomes rightfully known to a party without restriction from a source other than the disclosing party; or that (v) is required to be disclosed by virtue of an order of a competent court or a legal requirement; shall not be deemed Confidential Information.

**User Representations and Warranties.**

You hereby represent, warrant and covenant that: (i) your use of our Site and Services, and all your uploaded and used data shall be at all times compliant with these Terms and all local, state, federal and international laws and regulations applicable to you and your organization; (ii) you have obtained all necessary rights, releases and permissions to provide any data to CEonpoint and its affiliates, licensors and agents; and to grant the rights granted to CEonpoint in these Terms, including without limitation any intellectual property rights or rights of publicity, privacy and any use, collection and disclosure authorized.

**Term, Termination.**

The term hereof shall begin on the date that comes first among: (i) first access to the Site; (ii) your first access or execution of our Services; or (iii) CEonpoint begins providing its Services to you.

The term hereof will automatically end on the earlier date of either your: (i) account deactivation, suspension, freezing or deletion; (ii) access termination or revocation for our Services; (iii) CEonpoint's termination of these Terms, at its sole and final discretion; (iv) the termination date indicated by CEonpoint to you from time to time; or (v) CEonpoint’s decision to make the Site or the Services no longer available for use, at its sole and final discretion.

Professionals can terminate or close their account by going to the edit profile tab and answer YES to the close account section. Your account will now be deactivated and will be stored within 90 days for complaints and/or legal purposes and then deleted from the database.

**Termination for cause by CEonpoint.**

These Terms, along with any and all licenses granted hereof may or will automatically terminate if you breach any of the terms and conditions contained herein. Upon termination for breach, your rights to use our Site, our Services and any information provided or generated thereby shall cease and you shall not be entitled to any compensation, credit, remedy or refund of any nature. In this case, please contact our support department in order to initiate the process of receiving a backup copy of your user data, if any, subject to the terms and conditions of our providers, such as Amazon Web Services.

**Disclaimer of Damages.**

To the fullest extent permissible under applicable law, the Site, the App and the Services are provided to you “as is”, with “all faults” and “as available”, without warranty of any kind. CEonpoint, and its affiliates, clients, agents, officers, licensors and/or distributors, do not make, and hereby disclaim, any and all express, implied or statutory warranties, either by statute, common law, custom, usage of trade, course of dealing or otherwise, however arising, including implied warranties of description, quality, fitness for a particular purpose, non-infringement, non-interference with use and/or enjoyment.

**Specific Disclaimer.**

All content is for references purposes only, and should not be construed to be actual educative content, certified educational material, or government sanctioned curricula. All content is provided by third parties, which are independent contractors of CEonpoint.

You bear sole responsibility for your own healthcare decisions. None of the classes, workshops or recommendations from CEonpoint (if any) should be performed or otherwise undertook without previous clearance from your physician or health care provider. During tutorials, please be aware of your surroundings and act safely. You agree that your use of CEonpoint and any and all tutorials, classes, workshops or recommendations from therefrom are at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using our Services.

The information contained within CEonpoint is not intended to provide specific physical or mental health advice, nor be considered or interpreted as the practice of the physical therapy, medical, pharmaceutical and/or the infirmary professions or any other medical advice whatsoever, for any individual or company, and should not be relied upon in that regard. Neither CEonpoint nor its affiliates are health, medical and/or fitness professionals, their advice (if any) is not meant as a substitute for medical advice, no doctor-patient relationship arises between you and CEonpoint, and nothing on this Site should be misconstrued to mean otherwise.

For people in poor health or with pre-existing physical or mental health conditions, there may be risks associated with the tutorials, classes, workshops and recommendations displayed on CEonpoint (if any).

Due to the existence of these risks, you should not implement any tutorials, classes, workshops or recommendations from CEonpoint, nor any exercise or physical routine displayed if you are poor health or have a pre-existing mental or physical health conditions, or if you are not currently able to assess whether you are overall fit to take our dance tutorials, classes, workshops or recommendations.

Neither CEonpoint nor its affiliates are responsible for any injuries or health problems you may experience, or even death, as a result of implementing any of the aforementioned dance tutorials, classes, workshops or recommendations. If you choose to follow any of the dance tutorials, classes, workshops or recommendations (if any), you do so of your own free will and accord, knowingly and voluntarily accepting all risks associated with such dietary activities. Accordingly, you hereby acknowledge and agree that neither CEonpoint nor its affiliates have any obligation to review your mental and/physical health and/or status.

**Warranty Disclaimer.**

In no event shall CEonpoint, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized third party, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use, inaccessibility or malfunction of the Site, the App or the Services, including but not limited to, loss of revenue, profits, business, loss of use or lack of availability of computer resources; whatsoever arising out of or related thereto, whether arising in tort (including negligence), contract, strict liability or other legal or equitable theory and whether or not CEonpoint, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages.

**Limitation of Liability.**

If a user suffers loss or damage as a result of CEonpoint’s negligence or failure to comply with these Terms, any claim by such user against us will be limited in respect of any one incident, or series of connected incidents, to the fees paid by such user in the previous three (3) months or the amount of direct loss or damage suffered by the customer, whichever is less.

These Terms provide you with specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

**Indemnification.**

You shall indemnify, hold harmless, and defend CEonpoint, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the “**CEonpoint’s Indemnitees**”) from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys’ fees and court costs) which may be suffered, made or incurred by any of such CEonpoint’s Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or covenants made by you hereunder (to the extent not arising substantially from any breach hereof by CEonpoint); and/or (ii) any third party claim arising out of or in relation to CEonpoint or use thereof in combination with your business platform, including without limitation, any claim that CEonpoint violates, infringes, or misappropriates any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person, or violates any applicable law.

**General Terms.**

Assignment. These Terms will inure to the benefit of any successors of the parties. We may assign any rights or obligations hereunder to any current or future affiliated company and to any successor in interest. Any rights not expressly granted herein are thereby reserved. These terms will inure to the benefit of any successors of the parties. We reserve the right, at any time, to transfer some or all of CEonpoint’s assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Entire Agreement. These Terms set forth the entire agreement between the parties hereof and may not be altered or amended except in writing signed by both parties.

Equitable remedies. You hereby acknowledge and agree that if these Terms are not specifically enforced, CEonpoint will be irreparably damaged, and therefore you agree that CEonpoint shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of these Terms, in addition to any other available remedies.

Force Majeure. CEonpoint shall not be liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond our reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure.

Headings. The titles of paragraphs in these Terms are shown only for ease of reference and will not affect any interpretation therefrom.

Language. These Terms may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

Newsletters. The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletters, you may receive information according to your subscriber preferences. As our subscriber, you will receive a conspicuous communication indicating any subscription and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find ‘unsubscribe’ and similar links on our communications.

No Embargo. You hereby represent and warrant that: (i) you are not located in a country that is subject to an international government’s embargo, or that has been designated by any nation’s government as a “terrorist supporting” country; and (ii) you are not listed on any government’s list of prohibited or restricted parties or activities.

No Waiver. Failure by CEonpoint to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

No Relationship. You and CEonpoint are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Notices. All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect.

Taxes. You are responsible for complying with all tax obligations associated with your account. It is important that you keep complete and accurate contact details in order for us to remit invoices, especially payment

**Applicable Law.**

You agree to submit to the applicable laws in the City of [-------------], State of [-------------], United States of America, which will govern these Terms and any claim, without regard to conflict of law provisions. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney’s fees, court costs, and disbursements in doing so.

**Dispute Resolution.**

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by CEonpoint that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of these Terms. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This arbitration applies to you and CEonpoint, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (a “**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to CEonpoint should be sent to our address as indicated in our contact section. After the Notice is received, you and CEonpoint may attempt to resolve the claim or dispute informally. If you and CEonpoint do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled. The amount of the award shall also be limited by the Limitation of Liability section of these Terms, to the extent applicable.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms.

The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules.

Any hearing will be held in a location within 100 miles of CEonpoint’s business premises, unless you reside outside of the USA, and unless the parties agree otherwise. If you reside outside of the USA, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings, as detailed herebelow. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, reputable video conference based tools and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or CEonpoint elect to pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and CEonpoint, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms.

The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and CEonpoint.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration.

Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in [-------------], City of [-------------], State of [-------------], United States of America, for such purposes.

Waiver of Class Actions, Non-Individualized Relief. You acknowledge and accept that claims brought against CEonpoint shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by you and CEonpoint, you may not adjoin or consolidate any claim with more than one person's; and you may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

Waiver of Jury Trial. The parties herein waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes be resolved by a competent judge.

**Contact.**

If you have any questions or comments about us, our Site, our Terms and/or these Terms, please contact us at:

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**Date of last effective update is [---------], 2019.**

**Copyright Policy**

**Scope of this Policy.**

Welcome, this is the Copyright Policy (the “**Policy**”) for the website located at www.ceonpoint.com (the “**Site**”), including its sub-domains and its mobile optimized versions. This Policy shall supplement our Privacy Policy and our Terms of Use, along with any other guidelines, terms and policies made available by us from time to time, all incorporated herein by reference.

The Site is operated by CEonpoint LLC, hereinafter referred to as “**CEonpoint**”. As used herein, the terms‘**us**’, ‘**its**’, ‘**ours**’ and/or ‘**we**’, as used herein, refer to CEonpoint and/or its affiliates, assignees, successors and/or brands. As used herein, the terms ‘**you**’, ‘**your**’, and/or ‘**yourself**’ refer to you, a user/visitor/browser of our Site, whether registered under an account or not.

**Copyright and Content Ownership.**

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on the Site and our products and services are the property of –or otherwise are licensed to– CEonpoint and/or its licensors or affiliates, whether acknowledged (or not), and which are protected under intellectual and proprietary rights in various jurisdictions throughout the world.

Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers. No section hereof shall be construed as intent to grant to you any right transfer or interest in the Site and our products and services.

For ease of understanding, ‘intellectual property rights’ shall mean any and all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of Canada, the United States and other applicable jurisdictions.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Site and our products and services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of this Policy, either in equity or through injunctive or other equitable relief.

**CEonpoint Content.**

Our Service requires that you receive certain content from our platform, encompassing audio, video, texts, materials other content for study of the PMP certification. Reproduction and sharing of training material is strictly forbidden and all civil and criminal measures will be taken by CEonpoint against the offender. Digitally recording and sharing of the online classes is strictly forbidden and all civil and criminal measures will be taken by CEonpoint against the offender.

**User Licenses.**

Limited License. CEonpoint grants you a limited, non-exclusive, revocable, royalty free and non-transferable license to utilize and access the Services. You are prohibited from duplicating, re-engineering, reverse engineering, modifying or otherwise using the Services, in whole or in part. CEonpoint does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information; and you shall have no right, either directly or indirectly, to own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve or create any new or derivative works from, or display, distribute, perform or in any way exploit any downloaded Services and computer applications, in whole or in part.

User Generated Content License. You hereby grant CEonpoint an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any content you may upload, disseminate, deliver, create or transfer any post, original audio file, message, chat, files uploaded, data inputted, e-mails sent, or otherwise any content delivered to CEonpoint via the Site or the Services. You represent and warrant to CEonpoint that you have all rights, authorizations or otherwise hold sufficient title for any and all content submitted to CEonpoint as set forth herein.

Feedback License. You hereby grant CEonpoint an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any suggestions, feedback, recommendations, comments and know how that you provide to CEonpoint regarding the Site and Services.

**Proprietary Rights.**

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on the Site and the Services are the property of or otherwise are licensed to CEonpoint and its licensors and affiliates, whether acknowledged (or not), and which are protected under intellectual property laws, including copyright laws and treaties and other jurisdictions throughout the world.

Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers. No section hereof shall be construed as intent to grant to you any right transfer or interest in the Site or our Services, in whole or in part.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Site and/or the Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

**Digital Millennium Copyright Act (‘DMCA’) Notice.**

In compliance with the DMCA, we inform you that CEonpoint LLC is the Designated Copyright Agent for DMCA Takedown Notices and intellectual property rights infringement policing though the Site, which you may contact by email at contact@ceonpoint.com. You can review the DMCA text at the U.S. Copyright Office website. CEonpoint takes copyright infringement matters seriously, and is ready to remove any allegedly or factually infringing content displayed on the Site upon due notice and request by the title holder.

The following procedure will apply for any content displayed through the Site that allegedly infringes the intellectual property rights of you or of any third party. You must notify us of your claim with subject: "Takedown Request". Once received, CEonpoint will study and consider your claim and, if it believes or has reason to believe any content on the Site infringes on another’s copyright, CEonpoint may delete it, disable or otherwise stop displaying it.

Your notification claim must be in writing and must at least contain the following information: (i) your signature and identification, or the ones the person authorized to act on behalf of you or the title holder; (ii) a clear and concise description of the content of which its copyright has allegedly been infringed; (iii) contact information (e.g. address and email); and (iv) a statement, under penalty of perjury, indicating that you have a good faith belief that the information provided in your claim is true and accurate.

**DMCA Counter Claim Notice.**

Given our business model, our affiliates, advertisers, partners and third party syndicated content providers may be adversely affected due to a DMCA Takedown Notice. Accordingly, upon receipt of any such notice, we will try to contact the content owner or webmaster of the affected site to uphold their right to a Counter Claim Notice, under Sections 512(g)(2) and (3) of the DMCA. To file a Counter Claim Notice, please contact our Designated Agent indicated above, in writing, and with a Counter Claim Notice containing the following information, at a minimum: (i) express identification of the content that we may have or have removed from our Site and section or domain it was displayed; (ii) contact information, such as your address and your email address; (iii) a signature and identification of the title holder and/or the person authorized to act; and (iv) a statement indicating that you swear, under penalty of perjury, that you have a good faith belief that the information provided in the Counter Claim Notice is true and accurate.

**Content Moderation.**

CEonpoint encourages you to report violations of our Policy. CEonpoint has the right, but not the obligation, to monitor any activity and user generated content (e.g. names, photos, posts, feedback, images, comments, graphics, questions and other content) to determine compliance thereof, and to edit, refuse to post or remove any material or content submitted to or posted the Site that we find to be in violation of this Policy or that is otherwise objectionable.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Site and use of our products and services.

**Amendments, Updates.**

We reserve the right to amend, change, suspend and/or update this Policy, in whole or in part, from time to time and at our sole and final discretion.

Your continued use thereof after the last effective date of modifications thereof indicates your acceptance of such modifications. We will post any updates on our Site, and may also send you an email or otherwise notify you of any material changes to this Policy.

If you have any questions or queries about us, our Site, our Terms, our Privacy Policy and/or this Policy, please contact us at:

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**Date of last effective update is [---------], 2019.**

**Privacy Policy**

**Introduction & General Scope.**

Welcome, this is the Privacy Policy and Personal Data Notice applicable for the website available at www.ceonpoint.com, encompassing its sub-domains and its mobile optimized versions. We also recommend you to read our Terms, along with any and all of our rules, guidelines and ancillary policies (if any), all included herein by reference.

Unless otherwise stated to the contrary, this Policy applies to this Site, and any website that references this Policy, any of CEonpoint’s operated websites and platforms, as well as any data we may collect across partnered and unaffiliated websites.

**Definitions.**

**Privacy Policy** shall be referred to as the **“Policy”**

**CEonpoint LLC** shall be referred to as “**CEonpoint”** and “**our”,** “**us”** or “**we”.**

**www.ceonpoint.com** shall be referred to as the “**Site”**

**A visitor or end user of our Site** is referred to as “**you”,** “**your(s)”** or “**yourself”**.

**Personally Identifiable Information** shall be referred to as “**PI”**

**Terms and Conditions of Service** shall be referred to as **“Terms”**

In addition, the terms “**collect**”, “**process**”, “**treat**”, “**use**”, “**share**”, “**disclose**”, “**divulge**” and analogous words shall be refer to your PI and other data collected from our visitors and end users.

**Services Offered.**

CEonpoint provides, operates and manages an online platform that provides continuing education (CE) to all professionals worldwide. It is available at website and mobile app anytime, anywhere. All online courses and training are uploaded by accredited CE providers in different countries so you can be sure that you are receiving only the best from the experts in their own field of specialization. We also provide other online services, as indicated on our Site from time to time.

**User Agreement & Registration.**

This Policy applies to our unregistered general users, registered professionals and CE providers. Upon reigstration, you will be asked to create a profile with us, by clicking on the “I Agree” checkbox on the registration form or box or other similar means. Through that action, you thereby acknowledge and agree to the terms of this Policy, which is and constitutes a legal, binding agreement between you and CEonpoint.

This Policy is freely available for your review prior to registration, and if you do not agree to its terms, your remedy shall consist of not registering into the Site, and exiting the web tab though which you visited us.

Users can visit our Site anonymously, and henceforth we will collect PI from them only if they voluntarily submit such information to us. You can always refuse to supply personally PI to CEonpoint, though in that case it may prevent you from engaging in part or all of the Site related activities.

The CEonpoint team does every possible effort to keep your trust; and thus we adhere to these general privacy principles, in order to defend your privacy:

* CEonpoint does not rent or sell your PI.
* CEonpoint does not divulge your contact information to third parties or other users without your consent.
* Any PI that you give to CEonpoint will be protected by industry standard technology and codes of ethics.

For purposes of this Policy, the Site shall be the initial point of contact between you and CEonpoint, and will serve as the point of collection of any personal data you may provide us.

As our user, you will normally be able to manage and select the quantity and type of PI you may reveal to us when using our Site, usually in your account settings. We constantly try to develop our user experience, and continuously work in order to:

* notify you concerning the ways in which your personal information may be utilized and shared (overseas included);
* preserve the security and protection of your personal details; and/or
* enforce the accessibility of your personal information in order for you to exercise your right of correction of said information.

Accordingly, by registering with us or otherwise using our products and services, you consent to the collection, transfer, processing, storage, and disclosure of your PI as described in this Policy.

**Collection of Personal Information.**

As a general rule, we collect both “Non-Personal Information” and “Personal Information” from our users:

“Non-Personal Information” includes information that cannot be used to personally identify an individual person, such as anonymous usage data, general demographic information that we may collect, number of clicks, platform types, preferences you submit and preferences that are generated based on the data you submit.

We collect non-personally identifiable information via third party tools, such as aggregate user statistics, analytics, demographic information, and web site usage information. As our user, you will generally be able to control and select the amount and type of PI you may disclose to us.

“Personal Information” includes information that can be used to personally identify an individual person, such as personal email, company email address, name, phone number, home address and business address. For our registered users, it will include registered credit card or check information.

Accordingly, you hereby represent and warrant to CEonpoint that you have the necessary rights and authorizations required for the disclosure of any and all PI. If you open an account with us representing a legal entity, you also represent and warrant that you have the necessary power and authorization.

**Purpose of PI Collection.**

We will store your PI for the purposes of managing your collaboration with other users and clients, improve your user experience, send newsletters and contact you about inquiries for our services. Overall, we use the collected PI to provide and improve our services. Accordingly, we will generally collect, use and disclose your PI to:

* Provide, operate, maintain, improve, and promote our platform and our products and services.
* Verify your e-mail address and send you account notices.
* Develop, research, process, safeguard and improve our services.
* Conduct business research, for lead generation, customer relationship management and surveys.
* Offer promotions, newsletters, send service related announcements and contact you about inquiries for our products and services.
* Investigate and prevent fraudulent transactions, unauthorized access to our services, and other suspicious activities.
* Monitor and analyze trends, usage, and activities in connection with our products and services and for marketing or advertising purposes.

CEonpoint will keep any collected PI only as long as it is necessary, with regard to the purpose of its processing. This means that PI collected and processed for marketing and commercial purposes will be stored for as long as you have an active account, and for at least six (6) months after your account has been deleted or deactivated.

If you do not wish to disclose any or part of your PI to us, you may still be able to use some of the functionalities of our Site, though we will not be able to guarantee that you will be able to enjoy them at their fullest if you elect not to disclose it to us.

**Disclosures to Business Successors.**

If our business is sold or merges in whole or in part with another business that would become responsible for providing the Site to you, we retain the right to transfer your PI to the new business. The new business would retain the right to use your PI according to the terms of this Policy as well as to any changes to this privacy notice as instituted by the new business.

We will also retain the right to transfer your PI if our company files for bankruptcy and some or all of our assets are sold to another individual or business.

**Third Party Tools and PI Processors.**

In order to provide our services, we use third-party platforms and tools, such as those provided by Amazon Web Services, among other providers. Please be aware that such platforms are governed by their own terms, policies and personal data collection practices and policies. Accordingly, by acknowledging your consent to this Policy, you are also acknowledging the applicable terms and conditions and personal data procedures of such third party platforms. Upon the case of any discrepancy or conflict among this Policy and the terms of them, the terms of the latter entities will govern.

We will keep a list of any sub-processors that will be involved in the processing of your PI due to the provision of our service and will inform you of any intended material changes concerning the addition or replacement of sub-processors before such changes are effective, thereby giving you the opportunity to object to such changes.

You can learn more about how to opt-out by browsing Google’s opting-out and privacy pages located at www.google.com, or the Network Advertising Initiative website located at www.networkadvertising.org.

**Service eligibility.**

You must at least be eighteen (18) years of age or older in order to purchase our products and/or to use our services. CEonpoint does not knowingly collect any kind of information from persons under the age of thirteen (13). If we learn or have reason to suspect that any user or that any client, project or customer data appertains persons under the age of thirteen (13), we will freeze and/or delete any PI under that user’s account, without prior notice and without responsibility.

**Lawful Disclosure of Personal Information.**

We, or our affiliates, clients, contractors, licensors, officers, agents and/or representatives, reserve the right to allow access to any of your PI when we think it is reasonably important or when you violate the terms mentioned in this policy. Hereafter, we will have the right to disclose any or all gathered PI and/or data, when the following circumstances arise: (i) if necessary under an applicable law; (ii) in reply to a legal demand or subpoena from an agency of the law ; (iii) to protect ourselves and our affiliates from any legal third party claims and procedures that may be brought to us (inclusive of takedown notices); and/or (iv) to prevent or cause cessation of any undertakings that may be construed by us as having the ability to be or cause a predicament or hazard to us.

**Newsletter Subscription.**

Occasionally, we will ask you for express permission and approval to receive commercial communications in electronic format which are then sent to an electronic address and that contains a message asking recipients to participate in commercial activities such as newsletters, purchase of products, services and invitations to participate in surveys. We may also ask you to provide your mobile phone number so we can contact you about possible business opportunities, as well as to provide customer support.

If you no longer wish to receive email update and other commercial communications and messages, you may opt-out of receiving them by following the instructions included in each update or communication.

We will also send you service-related announcements on occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, or a new enhancement is released, which will affect the way you use our services, we might send you an email. Generally, you may not opt-out of these communications, which are neither commercial nor promotional in nature.

**Cookie Policy.**

Periodically, we may place what are known as ‘cookies’ inside your computer for the purpose of tracking and collecting data in regard to your utilization of our Site and our Services. These files are small texts that our site transfers to your computer, and which allow us to recognize you and obtain data such as the time in which you browse pages within our Site, time of the day, specs of your computer, session length, etc.

We may also collect and use the data contained in log files, which may include your IP address, your ISP, the browser you used to visit our platform, the time you visited our platform and which sections you visited.

When you access our platform via a mobile device, we may use your mobile device ID (i.e. the unique identifier assigned to a mobile device by the manufacturer) and/or Advertising ID (for Apple iOS 6 and later) instead of cookies in order to recognize you and track displayed web pages, along with their performance. Unlike cookies, device IDs cannot be deleted, but you can select to reset your Advertising IDs in the “Settings” section of your mobile device, among other.

Like many site operators, we collect information that your browser sends whenever you visit our Site. This is called Log Data, which may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

We do not currently offer “do-not-track” or similar mechanisms.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. If you wish so, you can easily disable cookies on your web browsing software by following the step-by-step guides located at www.allaboutcookies.org and at www.youronlinechoices.com.

**Third Party Services.**

Our Site may present our commercial partner’s hyperlinks as well as those of other third parties. Once you have used these links to leave our Site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information that you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

**GDPR Notice and your Rights as Data Subject.**

For the purposes of the GDPR, in the European Union, CEonpoint is a “data controller” of the PI you provide to us for the primary purposes of providing you with our services.

For our European Union customers and users, by clicking the "I Accept" button or otherwise accepting the terms and conditions of our services through a clickable action or similar action, you hereby acknowledge, agree and unequivocally consent to the collection, process, management, treatment, transfer and authorized of your PI by CEonpoint, its affiliates and authorized third parties.

The section below covers the certain situations that you, as data subject, and we as a data controller, are most likely to see, but you should also carefully review the full list of data subject rights here: https://gdpr-info.eu/chapter-3/. You retain the right to access, amend, correct or delete your PI where it is inaccurate at any time. To do so, please contact support@ceonpoint.com.

* Right to be Forgotten: You can request us to be “forgotten”; that is, to have your entire PI removed from our service. If we are asked to do this, we will remove any PI we collected from you as requester. We will also need to contact any third parties that process your PI on our behalf, such as our cloud service providers. To ensure that any personal data in CEonpoint’ possession can be removed in a timely manner, you can relay any request to be “forgotten” to us by submitting a request-
* Right to Data Portability: Under the GDPR, our users located in the EU may request CEonpoint to send them any PI in our possession. In this case, we will provide you with any PI that you have in a commonly used, machine-readable format.
* Right to Data Access: As a data subject, you can ask CEonpoint to confirm how and where your PI is being stored and processed. You also have the right to know how such that data is shared with third parties by us.
* Right to Data Rectification: As data subject, you have the right to obtain from CEonpoint, without undue delay, the rectification of inaccurate PI concerning you.
* Right to be Informed: You have the right to be informed about the PI we collect from you, and how we process it.
* Right to Object: You have the right to object to us processing your PI for the following reasons:
* Processing was not based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
* Direct marketing (including profiling);
* Processing for purposes of scientific/historical research and statistics; and
* Rights in relation to automated decision-making and profiling.
* Automated Individual Decision-Making and Profiling: You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.
* Right to Complain: You have the right to file a complaint with supervisory authorities if your information has not been processed in compliance with the GDPR. If the supervisory authorities fail to address your complaint properly, you may have the right to a judicial remedy.

Your privacy request must include, at the least, the following information: (i) your complete name, address and/or e-mail address in order for us to notify you the response to your request; (ii) attached documents establishing your identity; and (iii) a clear and concise description of the PI with regard to which you seek to enforce any of your privacy rights. If you request rectification, please indicate amendments to be made and attach documentation to back up your request.

Upon receipt of your privacy request, and after due review, we may then edit, deactivate and/or delete your PI from our services within thirty (30) days. In case of secure databases under our control where deletion is impossible, we will make such information permanently inaccessible.

**Governing Language.**

From time to time, this Policy may be translated into other languages for your convenience. The English language version of each of these documents shall be the version that prevails and governs your use of Site and our products and services. Upon the case of any conflict between the English language version and any translated version, the English language version will prevail.

**Amendments to this Policy.**

Periodically, and at the final discretion of ourselves, we may update, change, suspend and/modify or our Site, our services, this Policy and/or our Terms, in whole or in part. We hereby reserve such right in order to operate our business and protect ourselves. Your use after any changes indicate your acceptance thereof and we will post a notice regarding such changes on our Site, and may also write an email to you or otherwise notify you.

**Contact.**

If you have any questions or comments about us, our Site, our Terms and/or this Policy, please contact us at:

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**Date of last effective update is [---------], 2019.**