

# **Terms and Conditions for Training Classes Supplied by Bodie Technology, Inc.**

This document states terms and conditions governing the training class or classes you are registering for with Bodie Technology, Inc.

## **1. Definitions**

### **1.1. BODIE**

Bodie Technology, Inc (“BODIE”) is a Florida corporation, corporate headquarters at 10242 NW. 3rd Place, Coral Springs, FL 33071.

### **1.2. Registrant**

Each Registrant must be a single person that is registered for and has paid for attending the Training. A Company may register multiple specific people from or related to the Company for any Training offered by BODIE by supplying BODIE with those people’s names, emails, and phone numbers for the specific classes desired, as well as payment for intended Registrants.

### **1.3. Training**

“Training” are Technical Short-Course classes offered by BODIE. Each course is referred to as a “Module”. Training sessions are the actual live delivery of a training Module. Training materials include but are not limited to the presentation itself during the live training, the presentation documents utilized by BODIE during the delivery of the Module, and the PDF course notes and workshop files supplied to the Registrant.

## **Terms and Conditions:**

1. Only registered and paid attendees (“Registrants”) are allowed to view the training sessions and use the associated training materials. Each registrant must be a single person. It is strictly prohibited to record by any method including but not limited to video, pictures, and/or audio any portions of the training sessions or training materials, in part or whole.
2. Registrants are responsible to attend each of the training sessions offered. These training sessions are presented live and there is NO video provided for you to watch in the event you miss a session. In the event a Registrant misses a session, they will be allowed to attend, at no additional cost, a future session on the same training module or topic. Most modules are intended to be taught at least once a year, although this is not guaranteed.
3. Unless stated otherwise in the detailed description of a specific training class or in an estimate or quote provided by BODIE to a prospective Registrant for a

specific training class, all training sessions will be delivered via Zoom web conferencing. [Click here for additional information on attending training sessions via Zoom.](#) **Please confirm you can utilize Zoom at your place of work or at your home (or elsewhere) so that you can attend the sessions.**

4. Each Registrant will receive an email confirmation once they have completed their registration and payment. If you don't see that email, please check your junk or spam folder. If you still do not find the confirmation email, please [contact us](#).
5. Regarding training notes and workshop data files, please note the following:
  - a. Everyone who registers for a course will get an electronic copy of the training notes in PDF form and the workshop data files in text form. The PDF training files provided to you are individualized for EACH REGISTRANT ONLY. The PDF training files will have your name, company, email and/or phone number watermarked on every page. You may print the training files for your personal use, but you cannot modify (excluding making notations via PDF tools or similar which is allowed), share or redistribute the training files. You must not attempt to extract content from the files to publish in any form or present as training material without prior written permission from BODIE. Posting any portion of the training notes on any website or similar electronic sharing means is strictly forbidden. BODIE retains all rights, copyrights, and ownership of the training class materials, the training notes, and workshop data files.
  - b. We securely store registrant contact information in our customer relationship management system to facilitate course delivery, internal recordkeeping, and occasional follow-up emails regarding future training, software, or consulting offerings. You may opt out of these follow-up emails at any time by contacting us at [info@bodietech.com](mailto:info@bodietech.com) or using the unsubscribe link (if provided). We do not sell or share your information with third parties for marketing purposes.
  - c. All Registrants who registered 5 or more days prior to the first session date will receive an email containing links to their personalized training notes and the workshop data files approximately 4 days or more prior to the first session date of a given Training Module. For those that registered within 3 days of the first session date, they will receive an email containing links to their personalized training notes and the workshop data files prior to the first session of a given Training Module. To obtain your PDF notes and workshop data files, you will need to use the links we email you to download the files from BODIE servers. If you have a highly restrictive download policy at your place of work, you may need to download these files from your home computer or similar.

- d. All training files, courses and related materials created by BODIE are copyrighted by BODIE and Customer shall not reproduce or distribute them without prior written approval from BODIE. BODIE is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all training files, courses and related materials including, but not limited to, all copyright, trademark, patent and related rights therein.
- e. Unless explicitly stated otherwise in a specific Bodie Technology quote or invoice, all training materials are considered to be developed exclusively at private expense by Bodie Technology, Inc., and not under any U.S. Government contract. Accordingly, if the customer is the U.S. Government, such materials are provided with restricted rights as defined in DFARS 252.227-7015, and may not be used, reproduced, or disclosed except as expressly permitted therein or by Bodie Technology's written authorization.

6. Cancellation policy:

- a. For Training Classes Taught at a Customer-Supplied Location
  - i. Once course dates have been mutually confirmed in writing, the customer may cancel or request to reschedule the training at any time. In the event of cancellation or date change, the customer shall reimburse BODIE for any nonrefundable travel expenses already incurred by BODIE after the date of the mutual course confirmation and prior to receiving notice of the cancellation or date change.
  - ii. If a registrant or the course sponsor cancels the training or requests a date change after BODIE has delivered download links for personalized training notes and workshop files, the affected registrants must immediately delete and destroy all training materials they downloaded and/or printed. These materials remain the exclusive intellectual property of Bodie Technology, Inc. and may not be retained, copied, or used unless the registrant attends a future rescheduled training session or receives written authorization from BODIE.
- b. For Live Web-Based Training Classes
  - i. BODIE reserves the right to reject registrations and to cancel a training class based on class size or for any reason and at any time. A full refund will be made to registered participants if a class is canceled.
  - ii. Registrants who request cancellation 15 or more days prior to the first class will receive a 100% refund, or, at the registrant's option,

full credit that can be applied to a future BODIE training module of the same topic and of equal or lesser value.

- iii. Registrants who request cancellation 7 to 14 days prior to the first class will receive a 75% refund, or, at the registrant's option, full credit that can be applied to a future BODIE training module of the same topic and of equal or lesser value.
- iv. No refund for registrant cancellation requests will be given for requests made within 6 days of first session or closer, nor for requests made after a registrant has received the training notes. In either of these cases, the registrant will receive full credit that can be applied to a future BODIE training module of the same topic and of equal or lesser value.