EDWARDS LEARNING

# LEARNING TERMS AND CONDITIONS

Last updated November 17, 2026: easier to read, with current contact details. The terms themselves have not changed.

## At a glance

A quick summary to help you. The full terms below are what count, ahead of this summary and the "In short" notes in each section.

- These terms cover Edwards training: live online and in-person classes, self-paced courses, webinars, videos, and their materials.
- Your access is for you only. Don't share your login or your materials.
- Live classes: cancel or reschedule 30 or more days before the start date at no charge. Fees apply closer to the date. See **Section 7**.
- Self-paced courses: refundable within 48 hours of purchase if you haven't opened the course, minus a 5% administration fee.
- Edwards may cancel a class with at least five business days' notice. You then choose a new date or a refund of the course fee.
- Disputes go to binding individual arbitration. See **Section 11.9**.

## LEARNING TERMS AND CONDITIONS

**IN SHORT** By buying or using Edwards training, you agree to these terms and to the Edwards Privacy Policy.

These Terms and Conditions ("T&Cs" or "Agreement") are entered into between you and Edwards Industries, LLC (dba Edwards Performance Solutions, "Edwards"), a limited liability company organized under the Laws of the State of Maryland. The T&Cs,

together with any documents expressly incorporated by reference, govern your access and use of any Learning offered by Edwards.

Virtual Learning includes eLearning Courses, eLearning Modules, Webinars & Videos, Virtual Instructor Led Training (VILT), and recordings of In-person Instructor Led Training (ILT). Edwards owns, operates, and controls all Virtual Learning offerings and associated content and owns or otherwise has the right to license the Licensed Content (as defined below). Edwards wishes to make Licensed Content accessible in the Virtual Learning offerings and associated content and is willing to license the Licensed Content to you, subject to all terms and conditions set forth herein.

### Important notice

Please read **Section 11.9**, which mandates binding arbitration, including both a class action waiver and waiver of jury trial. This section affects how disputes are resolved.

By clicking to accept or agree to the T&Cs when this option is made available to you, you accept and agree to be bound and abide by these T&Cs and our Privacy Policy, found at **edwps.com/privacy-policy**, incorporated herein by reference. If you do not agree to these T&Cs or the Privacy Policy, you may not access or use any Virtual Learning offerings.

## 1. DEFINITIONS

**IN SHORT** The capitalized words used throughout, like Portal and Licensed Content. Hover any underlined word on this page to see what it means.

For purposes of this Agreement, the following terms have the following meanings.

### Learning content and delivery

**Downloadable Content**

Means any downloadable documentation, articles, web pages, Virtual Learning offerings and associated content or any other Edwards materials used in relation to Virtual Learning.

**Non-Downloadable Content**

Means any non-downloadable documentation, articles, web pages, Virtual Learning offerings and associated content or any other Edwards materials used in relation to Virtual Learning.

**Virtual Learning Content**

Means any Downloadable or Non-Downloadable in the form of the following modalities: eLearning Courses, eLearning Modules, Webinars & Videos, Virtual Instructor Led Training (VILT), and recordings of In-person Instructor Led Training (ILT).

**Synchronous Offerings**

Means In-person Instructor Led Training (ILT), Virtual Instructor Led Trainings (VILT), and upcoming Webinars.

**Asynchronous Offerings**

Means self-paced eLearning Courses, eLearning Modules, Webinars & Videos.

**Licensed Content**

Means both Non-Downloadable and Downloadable Virtual Learning Content.

## Legal and platform terms

**Law**

Means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**Losses**

Means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

**Mark**

Means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

**Person**

Means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**Portal**

Means the platform used by or on behalf of Edwards to make the Virtual Learning offerings available to you.

## 2. LICENSE GRANTS

**IN SHORT** You can view your course in the Portal and keep your downloads for yourself. Don't share, copy, or resell anything.

Subject to the terms and conditions of this Agreement, Edwards grants to you a non-exclusive, non-transferable and non-sublicensable license, during the applicable term purchased, to:

(a) access the Portal for the sole purpose of displaying and viewing Virtual Learning offerings and associated content and/or Licensed Content;

(b) display and view the Virtual Learning offerings and associated content and/or Licensed Content exclusively on the Portal;

(c) display, view, download, print, and save Downloadable Content.

For the avoidance of doubt, Licensed Content other than Downloadable Licensed Content, may not be downloaded, printed, or copied. Following the applicable term, you have the right to access for your own personal use any copies of Downloadable Content that you may have downloaded and saved, and/or printed, during the applicable term purchased. The rights listed in this section are exclusively for you, as the purchaser of a license to the Licensed Content.

### 2.1 The granted license is subject to the following:

(a) You shall not make any Licensed Content available to others or otherwise use Licensed Content other than as expressly permitted herein and in accordance with all terms and conditions hereof.

(b) You shall not permit any use of any Licensed Content by any other Person.

(c) You shall not edit, alter, modify, combine with other content, or create any derivative works of any Licensed Content.

### 2.2 Deleting content

If Edwards instructs you to delete any Licensed Content because such Licensed Content may contain errors, is or could be subject to a third-party claim, or for any other good faith reason, you shall comply with such instruction as promptly as reasonably possible and, in any case, within 48 hours. The term for each such Licensed Content terminates at the end of such 48-hour period.

The Portal is made available by Edwards for remote access by you to use any Licensed Content as specified in this Agreement. All access and use of the Portal, Virtual Learning offerings and associated content and/or Licensed Content is subject to the following terms and conditions:

## (a) Acceptable use (the AUP)

You must comply with the acceptable use conditions listed below, as well as any acceptable use policy posted by Edwards at its website or made available to you through the Portal ("AUP"). Edwards reserves the right to modify its AUP at any time by posting the revised AUP on its website or making the revised AUP available through the Portal. Your use of the Portal after the posting date of a revised AUP indicates your acceptance of the revised AUP.

## (b) Restrictions

You may use the Portal, Virtual Learning offerings and associated content and/or Licensed Content solely to the extent permitted: (a) in this Agreement; and (b) any applicable AUP. Without limiting the generality of the foregoing limitation or any of the other conditions or restrictions set forth in the foregoing Agreement, you will not do any of the following:

(i) copy or modify the Portal, Virtual Learning offerings and associated content and/or Licensed Content; reverse engineer, decompile, disassemble, derive the source code of, create derivative works from or otherwise exploit the Portal, Virtual Learning offerings and associated content and/or Licensed Content

(except to the extent that such restriction is expressly prohibited by applicable Law);

(ii) lease, license, use, make available or distribute all or any part of the Portal, Virtual Learning offerings and associated content and/or Licensed Content to any third party;

(iii) use the Portal, Virtual Learning offerings and associated content and/or Licensed Content to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment;

(iv) access, or attempt to access, the Portal from more than one computer or other device at any one time;

(v) distribute or share any Portal user name or password with anyone;

(vi) remove, modify or obscure any copyright, trademark or other proprietary rights notices which appear in or on the Portal, Virtual Learning offerings and associated content and/or Licensed Content or any report or other output generated thereby;

(vii) use the Portal, Virtual Learning offerings and associated content and/or Licensed Content or any of Edwards' resources to violate the intellectual property or privacy rights of any Person;

(viii) engage in unauthorized reproduction, copying, or printing of copyrighted material;

(ix) view, download, store, send, or otherwise access or use offensive or pornographic material in connection with the Portal, Virtual Learning offerings and associated content and/or Licensed Content, or procure or transmit material that is sexually harassing or intended to harass another user or member of the Portal; or

(x) reveal your account password to others, or allow use of your account by others.

## (c) Confidentiality

You shall: (a) keep access credentials (e.g., user names and passwords) confidential; and (b) immediately notify Edwards if the integrity or security of its access credentials is compromised.

### (d) Equipment

You are solely responsible for all equipment and other resources necessary to connect to and communicate with the Portal, Virtual Learning offerings and associated content and/or Licensed Content.

All uses of the Licensed Content that do not comply fully with the provisions of these T&Cs shall for all purposes be deemed beyond the scope of the license granted hereunder. Any violation of this Section by you shall be a material breach of this Agreement that is incapable of cure, and, in the event of any such violation, Edwards may, in addition to and not in lieu of all other remedies, immediately terminate this Agreement.

## 3. SUGGESTIONS AND CUSTOM ENHANCEMENTS

**IN SHORT** If you send Edwards ideas or feedback, Edwards may use them.

Edwards shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Portal, Virtual Learning offerings and associated content and/or Licensed Content, or other Edwards products or services, any suggestions, enhancement requests, recommendations or other feedback provided by you.

## 4. INTELLECTUAL PROPERTY

**IN SHORT** Edwards, or its licensors, owns the courses, the materials, and the Edwards brand.

**4.1** Edwards or its licensors own all title, copyright, and all other intellectual property rights (including database rights, copyrights, Marks, patents, and designs (whether registered or unregistered)) in and to the Portal, Virtual Learning offerings and associated content and/or Licensed Content, and any related materials.

**4.2** Edwards' Marks and all related names, logos, product and service names, designs, and slogans are trademarks of Edwards or its affiliates or licensors. You must not use such marks without the prior written permission of Edwards. All other names, logos, product and service names, designs, and slogans in the Virtual Learning offerings and associated content and/or Licensed Content are the trademarks of their respective owners. "Mark" is defined in Section 1.

**4.3** Neither this Agreement, nor any act, omission, or statement by you or Edwards, conveys any ownership right in any of the Licensed Content or Edwards' Marks, or to any element or portion thereof, or other materials provided by or on behalf of Edwards under these T&Cs.

Except for the licenses expressly granted to you in these T&Cs, all right, title, and interest in and to the Licensed Content and Edwards' Marks are and will remain with Edwards. No use by you of the Licensed Content or Edwards' Mark in any medium or manner shall be deemed to interfere with the limited permissions made to you by Edwards herein.

## 5. RELIANCE ON INFORMATION POSTED

**IN SHORT** Course content is general information. You use it at your own risk.

**5.1** The information presented on or through Licensed Content is made available solely for general information purposes. Edwards does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Edwards disclaims all liability and responsibility

arising from any reliance placed on such materials by you or any other Person using any Virtual Learning offerings and associated content and/or Licensed Content, or by anyone who may be informed of any of its contents.

**5.2** Licensed Content may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Edwards, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Edwards. Edwards is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## 6. LINKS FROM THE WEBSITE

**IN SHORT** Edwards isn't responsible for other websites, and Edwards never collects or stores your card number.

**6.1** If the Portal, any Virtual Learning offerings and associated content and/or Licensed Content contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Additionally, if at any time you are taken to a third party site, Edwards is not responsible for the third party site. Edwards has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

If you decide to access any of the third-party websites linked to any Virtual Learning offerings and associated content and/or Licensed Content, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**6.2** For payment with a credit card, Edwards uses a third party vendor. Edwards does not collect or store your credit card information, including your card number, security

code, and expiration date. To view the Absorb LMS privacy policy, please see **absorblms.com/support/privacy-policy**. Edwards can confirm purchases by viewing a transaction ID, your name, and the price of your purchased item.

## 7. FEES AND PAYMENT

**IN SHORT** Pay in full when you buy. Cancel a live class 30 or more days ahead at no charge; fees apply closer to the date.

### 7.1 License fees

In consideration of the licenses granted and other undertakings by Edwards hereunder, you shall pay Edwards License Fees as specified at **online.edwps-learn.com** or the amount mutually agreed to in writing by you and Edwards. You must pay this fee in full at the time of purchase.

### 7.2 Cancellation policy

#### (a) Synchronous Offerings (live classes)

**30 or more days before**
Cancel or reschedule at no charge.

**More than 15 days before**
50% fee of the full price to cancel or reschedule.

**Less than 15 days before**
No refund. Reschedule at full price, based on availability.

**No-shows**
No refund. Reschedule at full price, based on availability.

(i) Edwards will allow you to cancel or reschedule an offering thirty (30) or more days prior to the start date of the offering at no charge. If you must cancel or

reschedule with less notice, you will be required to pay a fee based on the number of days leading up to the offering date.

(ii) Greater than fifteen (15) days prior to offering date, there is a 50% fee of the full price to cancel or reschedule.

(iii) Less than fifteen (15) days, not eligible for a refund. Users can re-schedule based upon offering availability at full price.

(iv) No-shows are not eligible for a refund. Users can reschedule based upon offering availability at full price.

(v) Edwards reserves the right to cancel any course with no less than five business days' notice. In the event of such cancellation, students may choose to reschedule their course or receive a refund of the course enrollment fee. Please note that refunds are limited to the course fee only and do not cover associated expenses such as travel or lodging. Students are advised to make refundable arrangements for accommodations.

## (b) Asynchronous Offerings (self-paced)

(i) Edwards will provide you with a refund if you provide Edwards with notice of cancellation prior to accessing a Virtual Learning offerings and associated content and/or Licensed Content, as applicable. Notice of cancellation must be provided within 48 hours of purchase, and before you access the Virtual Learning offerings and associated content and/or Licensed Content. All inquiries must be submitted to **CustomerSupport@EdwPS.com**. A five percent (5%) administration fee will be deducted from total price upon cancellation.

## Refunds

(c) To obtain a refund for a cancellation, email **CustomerSupport@EdwPS.com** or call us at **443-561-1334** prior to accessing Virtual Learning offerings.

(d) No refunds will be made after you access Virtual Learning offerings and associated content and/or Licensed Content.

(e) Refunds will be processed within 30 days of receipt of the refund request.

(f) Instead of a qualifying refund, you may also choose to apply your payment towards another Virtual Learning offerings and associated content and/or Licensed Content if you have not yet accessed the purchased Virtual Learning offerings and associated content and/or Licensed Content.

## 8. TERM AND TERMINATION

**IN SHORT** Your access lasts 180 days unless your purchase says longer, and can end if these terms are broken.

### 8.1 Term

The term of this Agreement commences as of the date of purchase and, unless terminated earlier pursuant to any express provision of this Agreement, shall continue for 180 days or until the end of the purchased term in accordance with an extended term provided at the time of purchase.

### 8.2 Termination

Edwards may terminate this Agreement at any time with written notice to you upon a breach of these T&Cs. Upon any expiration or termination of this Agreement:

(a) all licenses granted under these T&Cs shall also terminate; and

(b) you shall no longer have access to the Portal, any Virtual Learning offerings and associated content and/or Licensed Content, Edwards' Marks, and any other materials provided by Edwards.

### 8.3 Surviving terms

The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section, Representations and Warranties, Indemnification, Limitations of Liability, and Miscellaneous.

## 9. REPRESENTATIONS AND WARRANTIES

**IN SHORT** Don't hack, copy, or misuse the Portal. Edwards makes no warranties, and you cover losses you cause.

### 9.1 Your representations and warranties

You represent and warrant that you will not:

(a) work around any technical limitations in the Portal, any Virtual Learning offerings and associated content and/or Licensed Content including any attempts to obtain unauthorized access to the Portal, any Virtual Learning offerings and associated content and/or Licensed Content or its related systems or networks;

(b) publish any Portal, any Virtual Learning offerings and associated content and/or Licensed Content for others to copy;

(c) reverse engineer, decompile, or disassemble any part of the Portal, any Virtual Learning offerings and associated content and/or Licensed Content;

(d) permit any third party to access the Portal, any Virtual Learning offerings and associated content and/or Licensed Content except as permitted herein;

(e) create derivative works based on the Portal, any Virtual Learning offerings and associated content and/or Licensed Content;

(f) use the Portal, any Virtual Learning offerings and associated content and/or Licensed Content to store or transmit infringing, libelous, or otherwise unlawful

or tortious material, or to store or transmit material in violation of third party privacy rights;

(g) use the Portal, any Virtual Learning offerings and associated content and/or Licensed Content to store or transmit malicious code;

(h) interfere with or disrupt the integrity or performance of the Portal, any Virtual Learning offerings and associated content and/or Licensed Content or third party content contained therein; or

(i) use the Portal, any Virtual Learning offerings and associated content and/or Licensed Content in any way that is against the Law.

### 9.2 Disclaimer

> (A) EDWARDS HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; AND (B) EACH PARTY AGREES THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY MARYLAND OR ANY OTHER STATE IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT AND, TO THE EXTENT THAT UCITA IS APPLICABLE, EACH PARTY AGREES TO OPT-OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

### 9.3 Indemnification

You shall indemnify, defend, and hold Edwards and its subsidiaries and affiliates, and their licensors, service providers, employees, agents, officers, and directors, harmless against all Losses arising out of or resulting from any breach of the agreement or action by a third party related to or arising in any way from your actions or inactions.

## 10. LIMITATIONS OF LIABILITY

**IN SHORT** The most Edwards owes is what you paid in the last 12 months, except for gross negligence or willful misconduct.

### 10.1 No consequential or indirect damages

> EDWARDS WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE, ANTICIPATED PROFITS OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EDWARDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 10.2 Cap on monetary damages

> TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EDWARDS AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO EDWARDS FOR THE APPLICABLE VIRTUAL LEARNING OFFERINGS AND ASSOCIATED CONTENT AND/OR LICENSED CONTENT IN THE LAST TWELVE MONTHS OUT OF WHICH LIABILITY AROSE.

### 10.3 Exceptions

The limitation of liability set out above does not apply to liability resulting from Edwards' gross negligence or willful misconduct.

## 11. MISCELLANEOUS

**IN SHORT** Where notices go, Maryland law, and the standard legal fine print.

### 11.1 Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

**Email** contracts@edwps.com

**Mail** Edwards Performance Solutions, 8865 Stanford Blvd., Suite 202, Columbia, MD 21045

### 11.2 Force majeure

Edwards shall not be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Edwards' reasonable control, including the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of Edwards.

### 11.3 Interpretation

For purposes of this Agreement, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation."

### 11.4 Entire agreement

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

### 11.5 Assignment

This Agreement is personal to you. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Edwards' prior written consent.

Edwards may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

### 11.6 Amendment and modification; waiver

Edwards reserves the right to change these T&Cs from time to time. You are responsible for regularly reviewing these Terms and any amended terms posted on Edwards' website or otherwise notified to you.

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### 11.7 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a

mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

### 11.8 Governing law; submission to jurisdiction

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Maryland.

## 11.9 DISPUTE RESOLUTION AND BINDING ARBITRATION

**IN SHORT** First try to settle it informally for 60 days. After that, disputes go to individual arbitration in Baltimore, not to court or a class action.

### (a) Informal resolution

Subject to Section 11.9(e), Edwards and you agree to try for sixty (60) days to resolve any dispute, controversy or claim under or in connection with this Agreement (a "Dispute") informally.

If the parties cannot settle any Dispute during this time period, then subject to Section 11.9(e): (a) Edwards and you agree to enter binding arbitration (as defined in this Section 11.9), and not to sue in court in front of a judge or jury; and (b) Edwards and you also agree that class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed, nor is combining individual proceedings without the consent of all parties.

### (b) Notice of dispute

If a party hereto wishes to raise a Dispute and Edwards cannot resolve it, the disputing party shall send a Notice of Dispute by postal mail to the other party at the address

indicated in the Notices Section of this Agreement or using the contact information that you provide to Edwards. After sixty (60) days, subject to Section 11.9(e), either party may start arbitration in accordance with Section 11.9(c) if the dispute is unresolved.

### (c) Exclusive forum and place of arbitration

If a Dispute was not resolved through the informal resolution process described above then, subject to Section 11.9(e): (a) such Dispute shall be finally settled in accordance with Consumer Arbitration Rules of the American Arbitration Association (AAA), supplemented as necessary by the procedural rules of the law of the US District Court of Maryland; and (b) any such arbitration shall take place in Baltimore City, Maryland. The arbitration shall be conducted before an arbitrator chosen by mutual agreement of the parties or, if agreement cannot be reached within 30 days, before an arbitrator appointed by the AAA.

The parties shall be entitled to reasonable discovery prior to the arbitration hearing; any disputes concerning the scope of discovery shall be decided by the arbitrator.

Except in connection with any enforcement of the arbitration decision or award, the arbitral proceedings, the award or any documents exchanged in, or created for, the arbitration proceeding shall be kept confidential by the parties.

### (d) Limitations

To the extent permitted by applicable law, you must commence arbitration of any Dispute within one year of the date on which the relevant cause of action accrued (or, if later, within one year of the date on which the innocent party ought reasonably to have become aware of such an accrual), otherwise it is permanently barred.

The arbitrator shall be bound by the provisions of this Agreement and base the decision on applicable law and judicial precedent, shall include in such decision the findings of fact and conclusions of law upon which the decision is based, and shall not grant any remedy or relief that a court could not grant under applicable law.

Except to the extent otherwise expressly provided in applicable arbitration rules, the arbitrator's decision shall be final and binding upon the parties, and shall not be subject to appeal.

Edwards and you agree that they have read and understand this mandatory arbitration provision and waiver of jury trial, and that they knowingly and voluntarily waive their respective rights to a jury trial and agree to binding arbitration.

### (e) Enforcement; equitable relief

Notwithstanding anything to the contrary in this Section 11.9: (a) either party may enforce any judgment rendered by the arbitrator in any court of competent jurisdiction; (b) the arbitrator shall have the right to issue equitable relief, including preliminary injunctive relief; and (c) should Edwards, in its sole discretion, determine or believe that a breach of this Agreement has occurred which gives rise to an injury for which Edwards may not be adequately compensated by monetary damages, Edwards may commence a lawsuit in the state or federal courts located in the State of Maryland to obtain emergency equitable relief, including but not limited to a preliminary injunction and temporary restraining order.

You hereby irrevocably consent to the personal jurisdiction of the state or federal courts of the State of Maryland should Edwards pursue remedies under this Section and agree that service of process, summons, notice or other document by mail or overnight delivery by a national/international carrier, with proof of delivery, to your address shall be effective service of process for any such lawsuit.

### (f) Attorneys' fees

The rules of the applicable arbitral tribunal will govern payment of filing fees and the arbitrator's fees and expenses, but the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

## 11.10 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## Questions about these terms?

Email **CustomerSupport@EdwPS.com** or call **443-561-1334**. For legal notices, email **contracts@edwps.com**. Already enrolled? **Go to the learning portal**.

By purchasing, accessing, or using any Learning offered by Edwards, you acknowledge that you have read and agree to these Learning Terms & Conditions and the Edwards Privacy Policy.