

**Stretch to Win Website**  
**Terms of Use**

**Last Modified: August 23, 2022**

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Before using the Website, you must review and agree to the following terms (“**Terms of Use**”). By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at

[https://configio.blob.core.windows.net/media/em\\_stwi/Attachments/2022%20Theme/Privacy%20Policy%20%26%20Terms%20of%20Use%20PDFs/47851.00002Privacy\\_Policy.pdf](https://configio.blob.core.windows.net/media/em_stwi/Attachments/2022%20Theme/Privacy%20Policy%20%26%20Terms%20of%20Use%20PDFs/47851.00002Privacy_Policy.pdf),

incorporated herein by reference. If you do not accept these Terms of Use, you may not use the Website. Similarly, if accessing the membership section of the Website, you will also have additional terms and conditions you must agree to before you can have access to those materials, content, and information,

**1. Amendment to Terms of Use.** We reserve the right to amend or replace these Terms of Use from time to time in our sole discretion and will post and maintain the most recent version of these Terms of Use on the Website. We may not notify Website visitors of any such amendments by e-mail or other personal contact. You are responsible for reviewing these Terms of Use upon each visit to the Website. You can determine if the Terms of Use have been revised since your last visit by referring to the “Last Modified” date at the top of this document. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

**2. Accessing the Website and Account Security.** We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to,

through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**3. User Representations; Prohibited Uses.** You represent and warrant that (a) your use of the Website is legal in, and does not violate any laws, rules or regulations of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Website; (b) the information you provide to us is correct; (c) you have the legal right and ability to enter into these Terms of Use and to use the Website in accordance with these Terms of Use; and (d) your use of the Website shall be in accordance with these Terms of Use and all applicable laws, rules or regulations.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use or re-use any material which violates these Terms of Use;
- To impersonate or attempt to impersonate Stretch to Win, a Stretch to Win employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Stretch to Win or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**4. Limited Right to Use the Website.** The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, Configio.com and our other licensors, such as the list of CEU/CE credentialing organizations, or other providers of such material and are protected by United States and international copyright, trademark, and/or other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. Our name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of us, our affiliates, or licensors, or otherwise of the respective owners of the products and services rated on this Website. Other than nominative uses, you must not use such trademarks without our prior written permission, or in the instance of Configio's trademarks, without their permission as set forth in their terms (<https://www.configio.com/terms-of-use/>). The CEU/CE providers identified on the Website will have their own terms that must also be complied with per their own website legal and other terms of use noted therein.

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**7. No Representations or Warranties.** We make no representation or warranty of any kind with respect to the Website, or the content contained on or accessible through the Website. Your use of the Website is at your own and sole risk. We attempt to provide accurate information, but the Website is for general reference and informational purposes only. We assume no responsibility for errors or omissions in the content of the Website, and make no commitment to update such content. Your sole and exclusive remedy for issues relating to the use of, or the content on or accessible through, the Website shall be to discontinue accessing the Website and using the content so obtained. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by other 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 Stretch to Win, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Stretch to Win. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**8. No Sharing or Resale.** You agree not to sell, resell, share, distribute, copy, or reproduce, for any purpose, any communications from the Website to you, or otherwise any content or materials provided to or accessed by you.

**9. Fees.** Certain aspects of the Services may require or involve various fees, such as

transaction fees, course or curriculum fees, service fees, and other types of fees (“Fees”), such as those associated with signing up for course, curriculum, certifications or other workshops, ordering materials, or those set forth in the membership section of the Website. By using these aspects of the Services, you consent to the Fees involved and agree that you decided to use the Services with full knowledge of the Fees. Additional terms and conditions may also apply to specific portions, services, purchases, subscriptions, or features of the Website, including, but not limited to, our Participation Agreements for registering for courses. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

**10. Indemnification.** You agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, representatives, successors, and assigns harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, “Losses”) that constitute, or arise out of or in connection with your (a) failure to comply with any of these Terms of Use or (b) use of the Website, or any of the Website’s content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.. These defense and indemnification obligations will survive these Terms of Use and your use of the Website. We have no obligation whatsoever to indemnify, defend, or hold you harmless from any Losses resulting from, relating to, or arising out of, these Terms of Use or the Website.

**11. Release, Disclaimer and Limitation of Liability.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE, DISCLAIM, AND RELEASE US, OUR SUBSIDIARIES AND AFFILIATES, AND THE RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, COUNSEL, INSURERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH OF THE FOREGOING FROM ALL CLAIMS OF ANY KIND (SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES AND COSTS, OR CLAIMS FOR INTEREST, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) THAT CONSTITUTE, RELATE TO, OR ARISE OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, (I) YOUR ACCESS TO AND/OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE, OR (II) THE USE OF ANY INFORMATION, FEATURES, OR MATERIAL CONTAINED ON OR ACCESSED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND ALL SERVICES OF STRETCH TO WIN ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. EITHER STRETCH TO WIN NOR ANY PERSON ASSOCIATED WITH STRETCH TO WIN MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY,

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**12. Governing Law; Dispute Resolution.** These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the state of Arizona, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any cause of action by you with respect to the Website (including, but not limited to, these Terms of Use) must be instituted within one year after the cause of action arose or be forever waived and barred. You agree that any claim or dispute you may have against us arising out of or related to use of this Website must be resolved exclusively by a state or federal court located in Maricopa County, Arizona. You agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona for the purpose of litigating all such claims or disputes.

**13. Severability.** If any part of these Terms of Use is declared unlawful, void or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining terms. Headings are for reference purposes only and do not limit the scope or extent of such section.

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**15. General Provisions.** The failure by either party to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, including any other applicable terms and conditions or rules that govern your use of individual services, which are either incorporated herein by specific reference or posted on the Website from time to time, comprises the entire agreement between you and Stretch to Win and supersedes any and all prior agreements regarding the subject hereof. These Terms of Service are binding upon and inures to the benefit of the respective successors and assigns of the parties. These Terms of Service are solely for the benefit of Stretch to Win and you, and shall not be construed for the benefit of any third party.

**16. Your Comments and Concerns.** This website is operated by Stretch to Win, LLC 580 N. 54<sup>th</sup> St., Suite 1, Chandler, AZ 85226. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:

stwinstitute@stretchtowin.com.