

Webtrain Terms of Service

Effective from January 1, 2012

Webtrain is a Joint Venture between eSolve, LLC (an Ohio Limited Liability Company) and Train-Ease, Inc. (an Ohio Corporation) that offers an online speed-reading course that is licensed and authorized Advanced Reading Concepts, Inc. (hereinafter "Advanced").

These Terms of Service (the "Agreement") set forth the terms and conditions upon which Webtrain ("we" or "our company") makes available the speed-reading course found on the site known as AdvancedReadingOnline.com ("Services") to you ("Customer" or "You"). For the purposes of this Agreement: (a) "Customer" (or "you") means the individual or business entity that is using or registering to use the Services, including its employees and agents. Your use of the Services is expressly conditioned on your compliance with these Terms of Service. By clicking, accessing or using the Services, you are indicating that you agree to be bound by these Terms of Service. You acknowledge and agree that Webtrain may revise these Terms of Service from time to time. If we make changes, we will indicate at the top of this page the Terms of Service effective date. By continuing to access or use the Services after Webtrain makes any such revision, you agree to be bound by the revised Terms of Service. These Terms also incorporate the terms of Webtrain's privacy policy.

1. Definitions

- 1.1 "Effective Date"
Means the date which you commence using the Services.
- 1.2 "Services"
Means the provision of services as selected by you during the ordering process whether free of charge or for a Subscription Fee and confirmed by email from Webtrain.
- 1.3 "Subscription Fee"
The price you pay for the Services.
- 1.4 "Subscription Period"
Means the period from the date of your purchase until the Service terminates.

2. Description of services

The Services provide a user the ability to access an online speed-reading course. Subject to all the terms and conditions of this Agreement, Webtrain will supply the Services to you online and grant you a personal, non-transferable, terminable license to use the Services for the Subscription Period.

3. Making a Contract with You

These Terms of Service shall constitute a contract with you that is entered into in Franklin county, State of Ohio, USA.

4. Responsibility for Data Delivery

We try to ensure that the Services are delivered error free, we cannot guarantee that the Services will function the same in all browser environments. Also, you are advised that the speed/quality of your Internet connection may affect the speed and performance of the Services. You accept responsibility for selecting a compatible Internet browser and procuring appropriate Internet service. The Services have been optimized to operate on the following **Internet browsers** that are **Adobe Flash Player-enabled**: Internet Explorer, Firefox, Google Chrome, Safari Mac & PC (NOT iPhone, iPad, or iPod) and Android Tablets & Phones (2.2 & up) (Accessed through an Internet Browser not an App.)

5. Privacy Policy

Webtrain respects the privacy of others. We seek to maintain any personal information you have provided to us or our payment processor(s) as private and confidential and agree to not to sell, transfer or assign your information to any third-party who is not affiliated with us. You agree that we may use the information to contact you at anytime. While we seek to protect your information and utilize security measures to avoid improper theft, capture or transfer, we cannot guarantee that unauthorized user or hackers may access information.

6. Copyright Policy

Webtrain respects the intellectual property rights of others and expects our users to do the same. Our course and all materials used in the course are owned by Webtrain or licensed for use to Webtrain and we claim a copyright in the course and these materials. Unauthorized copying, modification, distribution, public display, or public performance of our copyrighted work is an infringement of our rights, and expressly prohibited under Webtrain's Services. We have the authority to prosecute any violation of our rights.

7. Proprietary Rights

All right, title, and interest in and to the Services are and will remain the exclusive property of Webtrain. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly permitted in these Terms of Service, you may not reproduce, modify, or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services. You acknowledge that all materials provided on this website (and any affiliated website), including but not limited to information, documents, products, logos, graphics, sounds, GUI, software, and services (collectively "Materials"), are provided either by Webtrain or by their respective third party authors, developers and vendors (collectively "Third Party Providers") and the underlying intellectual property rights are owned by Webtrain and/or its Third Party Providers.

The password and log-on details provided to you are confidential to you and you hereby agree that you shall not share such information with any third parties. You shall notify Webtrain forthwith if you are aware of any third party having access to such information.

8. Trademarks

Webtrain's and Advanced's trademarks, service marks, product names, and trade names appearing on the Services are owned by or licensed to Webtrain. All other trademarks, service marks, product names, and logos appearing on the Services are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on the Services without the owner's prior written consent.

9. General Prohibitions

As a condition to your use of the Services, you agree not to:

- Attempt to probe, scan, or test the vulnerability of the Services or any related system or network or breach any security or authentication measures;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; or
- Misuse system resources including, but not limited to, employing content which consume excessive CPU time or storage space; utilizing excessive bandwidth; or resale of access to content hosted on Webtrain servers.
- Impersonate or misrepresent your affiliation with any person or entity.
- Webtrain reserves the right to close accounts which are shared with other people.

Webtrain will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security-related issues, to the fullest extent of the law. Webtrain may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Webtrain has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

10. Links

The Services may make available links to third-party websites. You acknowledge and agree that Webtrain is not responsible or liable for: (i) the availability or accuracy of such websites; or (ii) the content, products, or services on or available from such websites. Links to such websites do not imply any endorsement by Webtrain of such websites or the content, products, or services available from such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites.

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. ACCORDINGLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, WEBTRAIN EXPLICITLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND OTHER TERMS (INCLUDING WITHOUT LIMITATION, REGARDING SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). WEBTRAIN MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOU ACKNOWLEDGE AND AGREE THAT WEBTRAIN WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR TO THE COMPUTER SYSTEM OF ANY THIRD PARTY THAT RESULT FROM USE OF THE SERVICES. IF WE PROVIDE ADVICE OR INFORMATION ON WAYS TO USE THE SERVICE OR WAYS IN WHICH YOUR USE OF THE SERVICES MAY BE IMPROVED, WE ARE NOT OFFERING ANY PROMISE OR GUARANTEE IN ADDITION TO THOSE EXPRESSLY STATED IN THESE TERMS OF SERVICE.

12. Severability

In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and affect. Headings in the Terms of Service are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

13. Indemnity

You agree to defend, indemnify, and hold harmless Webtrain, its affiliates, joint-venture partners, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms of Service.

14. Limitation of Liability

Your use of Webtrain is at your own risk. If you are dissatisfied with any aspect of our Service or with these terms of service, or any other rules or policies, please contact us at support@advancedreadingonline.com. You expressly understand and agree that Webtrain shall not be liable for any, indirect loss, consequential loss of profits, revenue, business opportunity, anticipated savings, goodwill or reputation, use or data, resulting from: (I) the use or the inability to use the Service; (II) the cost of procurement of substitute Services; (III) unauthorized access to or alteration of your transmissions or data; (IV) statements or conduct of any third party using the Service; or (V) any other matter relating to the Services. You understand that our aggregate liability to you in connection with this Agreement and the Services is to a refund of your purchase price for a single course.

15. Notice

Webtrain may provide you with notices, including those regarding changes to the Services by postings on the Services.

16. Waiver

The failure of Webtrain to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

17. Miscellaneous

- **17.1 Relationship**
Customer and Webtrain are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- **17.2 Assignment**
Customer may not assign any of its rights, or delegate any of its duties, under this Agreement, and any attempted assignment will be null and void.
- **17.3 Force Majeure**
Operation of our Services may be interfered with by numerous factors outside of our control and we shall not be liable to you for any delay or failure in performance under this Agreement resulting directly or indirectly from causes beyond Webtrain's control.
- **17.4 Webtrain Confidential Information**
You represent and warrant to Webtrain that (a) you are not a competitor of Webtrain, (b) you shall keep publicly unannounced information and materials pertaining to Webtrain, pre-release software, testing or testing procedures strictly confidential and (c) you shall not use any information gained from access to the Webtrain Web site or use of the Webtrain Services to compete with Webtrain in its business.

18. Fee

- **18.1**
In consideration for the provision of the Services, you shall pay Webtrain the nonrefundable Subscription Fee.
- **18.2**

2Checkout.com is our payment processor. Records of payments may be processed or directed to eSolve, LLC and eSolve, LLC may appear on your credit card statement or payment records. Both parties agree that except in accordance with section 19 below no refunds shall be given in any circumstances.
- **18.3**
The Subscription Fee is exclusive of sales tax which, if applicable to you, shall be payable by you at the then prevailing rate.
- **18.4**
In the event that the Subscription Fee, as appropriate, is not collected in accordance with the provisions herein, Webtrain may deny you access to the Services without notice.

19. Cancellation Rights

You have the right to cancel your use of the Services within 30 days of the original purchase; however,

once the course is accessed, no refund will be made. To obtain a pre-access refund, please contact support@advancedreadingonline.com with your purchase ID and a copy of your 2checkout email confirming your purchase.

20. Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of Ohio, USA without regard to its conflict of law provisions. The Court of Common Pleas of Franklin County, Ohio or the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio, USA shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions, and for those purposes irrevocably submit all disputes to the jurisdiction of the those courts.

For the exclusive benefit of Webtrain and to the extent possible in the applicable jurisdiction, Webtrain shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these terms and conditions are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these terms and conditions or (if different) the country of your principal place of business.

21. Entire Agreement

These Terms of Service are the entire and exclusive agreement between Webtrain and you regarding the Services, and these Terms of Service supersede and replace any prior agreements between Webtrain and you regarding the Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Webtrain services, affiliate services or third-party content software or services. Please be aware that Webtrain reserves the right to cancel any transmission they find in violation of any of the above policies.

If you have any questions about these Terms of Service, please contact Webtrain at support@advancedreadingonline.com.

Complaints about violators of the Terms of Service should be sent via e-mail to support@advancedreadingonline.com. Each complaint will be investigated and may result to immediate cancellation of Services without prior notice.