



PRODUCT APPENDIX D: TRAINING & TRAINING UNITS

Version 2022-03-25

UMH may modify or update this document by uploading it to <https://www.umh.app/terms-and-conditions> or providing notice using other reasonable means. If you do not agree to the revised version then, (a) the existing Product Appendix will continue to apply to UMH Products you have purchased as of the date of the update for the remainder of the then-current Subscription term(s); and (b) the revised version will apply to any new purchases or renewals of UMH Products made after the effective date of the revised version.

1. Training

- 1.1. **Equipment and Facilities.** For On-Site Courses, you will supply the facility and equipment as negotiated individually. If UMH agrees to provide the training facilities and hardware, you will be liable for any loss, damage or destruction of the equipment used in connection with the Training.
- 1.2. **Client Responsibilities.** You are responsible for (a) assessing each participant's suitability for the Training, (b) enrollment in the appropriate course(s) or online learning subscriptions (c) your participants' attendance at scheduled courses (d) any other Client responsibilities as described in UMH's Training Policies (defined below).
- 1.3. **Rights to Training Materials.** All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training or developed during the performance of the Training (collectively, the "Training Materials") are the sole property of UMH or a UMH Affiliate and are copyrighted by UMH unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of UMH. Training Materials are UMH's confidential and proprietary information.
- 1.4. **Delivery Date and Cancellation.** You agree to the cancellation policies and the procedures for scheduling of Training and On-Site Courses in the Training Policies. You must use all Training, including Training Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

2. Training Units

- 2.1. Training Units (a) expire one (1) year from the date of purchase, (b) are non-refundable, (c) are non-transferable, (d) may not be redeemed for cash or credit, (e) must be used as whole credits, (f) cannot be combined with any other discount, special offer or coupon and (g) can be redeemed only in the same geographic region and currency as purchased.



3. Payment

- 3.1. Notwithstanding other payment terms, payment for Training, Training Units must be received in full prior to the delivery of the associated Training Services.

4. Training Policies

4.1. General

- a. **Modifications and Updates to the Training Policies:** UMH reserves the right, at its sole discretion, to modify or update these Policies by providing notice by reasonable means. If you do not agree to the modified or updated Policies, then (a) the existing Policies will continue to apply to the Training you purchased as of the date of the modification or update for the remainder of the then-current Training term(s), and (b) the updated Policies will apply to any new purchases or renewals of Training made after the effective date of the updated Policies.
- b. **Cancellation and Rescheduling of Classes by UMH:** UMH may cancel or reschedule a class, including a component of a Bundle, at its discretion. In the event of such cancellation, UMH will use commercially reasonable efforts to provide notice of such cancellation fourteen (14) calendar days prior to the class start date. Client will not be charged for the UMH cancellation or rescheduling. UMH is not liable for expenses incurred for Client's travel expenses or hotel accommodations in the event that UMH cancels or reschedules an event.
- c. **Requirements:** Client is responsible for ensuring it meets the requirements of the event in which it is enrolling. UMH offers skills assessments that help guide Client in enrolling in the proper course for their background. Additionally, Client can contact its local UMH Training sales representative for further guidance.
- d. **Right of Dismissal:** In order to maintain a classroom environment that is conducive to learning, UMH reserves the right to dismiss a participant from any UMH training or exam event. A participant who harasses other participant(s) or instructor(s), or who in UMH's sole judgment acts inappropriately or disruptively during class, may be dismissed from the event and may not return to the premises. In case of such dismissal, UMH's liability will be limited to the refunding of fees paid by Client for the course or exam, and UMH shall not be responsible for any consequential loss or inconvenience arising whatsoever.
- e. **Privacy Statement:** Unless terms of the applicable master agreement state otherwise, any personal data collected or created as part of your participation in UMH training, or an exam event, or via our chat feature or other training resources will be used by UMH and its affiliates and subsidiaries for legitimate business purposes in accordance with its Privacy Statement. As detailed in the Privacy Statement, UMH may use your personal data to fulfill your request and to provide you with the products, services, support and customer service. UMH may share your information with service providers that provide services related to the UMH training and exam event.



Providing your information to UMH may involve transferring it to another country. You can read more about how UMH collects, uses and discloses personal data, your rights and choices, the transfer of personal data and other privacy practices of UMH when you read UMH's Privacy Statement. Specifically with regard to Named Participants taking a UMH Individual Exam, the section Individual Exam Monitoring contains more detailed information on the personal data UMH processes and how UMH processes such personal data as part of the UMH Individual Exam event.

- f. **Minors Policy:** In accordance with UMH's Privacy Statement, UMH does not knowingly accept information from minors under the age of 16 online. Moreover, we require parental or guardian consent from minors under the age of 18 who wish to register for UMH Training. Accordingly, minors (under 18 years old) who desire to register for UMH training and/or certification exams must have their parent or guardian read and sign the Parental Consent form and fax it to the indicated contact at UMH, prior to enrollment.
- g. **Limitation of Liability:** UMH shall not be liable for any interruption or delay of service, loss of service time, loss of personal data or other defects in any service provided (including failure to provide such service), if such interruption, delay, loss or defect are the result of actions or events beyond UMH's reasonable control, including, but not necessarily limited to force majeure events, acts of foreign governments, and war.
- h. **Not For Resale:** Resale of UMH training products and exams, by the purchaser to a third party, is strictly prohibited, unless the purchaser is an active authorized UMH distribution partner, reseller partner or training reseller partner. UMH reserves the right, at its sole discretion, to refuse to deliver service on any UMH product or exam that has been resold by a non-authorized party.

4.2. On-site

- a. **Expenses:** Expenses for private on-site classes shall be charged on an event basis as specified at the time of your order and included in your total price, as specified in the Order Form
- b. **Cancellation and Rescheduling:** Client must cancel or reschedule an onsite training class or onsite exam no fewer than fourteen (14) calendar days prior to the scheduled event start date. If notice of cancellation or rescheduling is received within 1-13 days prior to the event start date, a cancellation/rescheduling fee equal to 50% of the total fee for the onsite class or exam is due to UMH from Client. If notice of cancellation or rescheduling is received on the class/exam start date, a cancellation/rescheduling fee equal to 100% of the total fee for the onsite class or exam is due to UMH from Client. Fees charged for cancellation or rescheduling will not be applied to any rescheduled training classes or exams, or any other future training purchase from UMH.
- c. **Instructor Selection and Scheduling:** Instructors will be selected and scheduled by UMH based on Client needs as determined by UMH on an as available basis. All instructor scheduling shall be at the sole discretion of UMH, and UMH does not



guarantee the availability of a specific instructor for the delivery of any specific Onsite class.

- d. **Expiration of Onsite Training Purchase:** On-site training must be consumed within 1 year of the date of purchase except as otherwise approved by UMH in writing. Failure to consume the purchased onsite training within 1 year of the purchase date will result in forfeiture of the purchased training and no refund will be due to Client.

4.3. Training Units

a. Redemption:

- i. Training Units must be scheduled and redeemed within 1 year of the date of purchase, even if the training event for which TUs are being redeemed is scheduled to start after the Training Unit expiration date.
- ii. Training Units may only be redeemed for eligible UMH training products and services offered on UMH's Training website. Training Units cannot be redeemed for other training units, or for other UMH non-training products and services.
- iii. Training Units purchased in the United States or Canada can be redeemed in either country.
- iv. Training Units may be redeemed individually or in multiples as required to pay for the UMH training service for which they are being redeemed.

- b. **No Cancellation of Training Unit Purchases:** All purchases of Training Units are final, and non-refundable.

- c. **Cancellation and Rescheduling of Training Purchased with Training Units:** Cancellation or rescheduling of training purchased with Training Units is subject to the applicable policies referenced herein for the training services in question.

- d. **Permitted Access:** Participant is responsible for ensuring that Training Units are only accessed by authorized users, and in accordance with the terms and conditions of Client's Agreement with UMH.

- e. **Suspension:** Training Unit accounts may be suspended if the account is not in good standing with UMH.

- f. **Expiration Date:** Training Units may be used to purchase future services to be rendered after the expiration date of the Training Units as long as the order is placed before the expiration date of the Training Units. If an event is canceled (by either UMH or Client) after the expiration of the Training Units used to purchase it, the value of the Training Units will be forfeited.

5. Definitions

- 5.1. "On site Courses" means courses provided at a site designated by you.
- 5.2. "Training" means UMH's training products, including but not limited to, Open Enrollment Courses, Virtual Training, On Site Courses as described herein and subject to UMH's Training Policies.
- 5.3. "Training Policies" means UMH's training policies as posted and updated in Section 4



- 5.4. "Training Units" means UMH's training credits that may be redeemed by you for any Training subject to the Training Policies.