



ICE Certification 101 Online Modules Course Subscription Agreement

ACCEPTANCE OF TERMS.

The services that ICE provides to you are subject to the following Course Subscription Agreement ("CSA") for the ICE Certification 101 Online Modules. ICE reserves the right to update the CSA at any time without notice to you. The most current version of the CSA can be reviewed by clicking on the "Course Subscription Agreement" hypertext link located at the bottom of our educational offerings web page.

DESCRIPTION OF SERVICES.

"Services" means the content of the Courses, including all of the content of the Course slides in any form.

A "Course" means each of the following:

- The Business of Certification
- Program Governance and Operations
- Policies and Procedures
- Psychometric Concepts and Analyses
- Assessment Development and Delivery
- Legal Concepts Related to Credentialing

ICE provides you with access to a variety of resources, including developer tools, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the CSA.

SUBSCRIPTION GRANTED.

ICE grants a non-exclusive, non-transferable subscription of three user names and logins per purchase. User names are not transferrable. Members can purchase additional usernames for \$79 and non-members for \$109. Subscription is per edition (which is two years from release). On termination of the subscription granted in this agreement, users will cease and desist from all use of Courses, the Course Materials.

PERSONAL AND NON-COMMERCIAL USE LIMITATION.

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

OWNERSHIP OF COURSE MATERIALS.

ICE owns and will continue to own all rights, title and interest to the Courses and Course Materials, including but not limited to the online module version made available through “Articulate” of the Courses developed by ICE. These are protected by both U.S. and international copyright laws. Users agree not to use, copy, distribute, modify, or make derivative works of any Courses or the Course Materials except as permitted by the subscription. Use of the Courses are governed by the terms of the subscription agreement.

MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ICE immediately of any unauthorized use of your account or any other breach of security. ICE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ICE or another party due to someone else using your account or password. You may not use anyone else's account at any time.

LINKS TO THIRD PARTY SITES.

At times, ICE may include links to third party sites. The links in this area will let you leave ICE's site. The linked sites are not under the control of ICE and ICE is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. ICE is not responsible for webcasting or any other form of transmission received from any linked site. ICE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ICE of the site.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

The Courses and Course Materials are provided “as is,” and ICE makes no warranties, whether express, implied, statutory, or otherwise, including, without limitation, warranties of merchantability or fitness for a particular purpose. In no event shall ICE be for any direct, indirect, special, or consequential damages of any kind or nature whatsoever, including without limitation, loss of profits or other economic loss.

CONTACT

If there are any questions about the Certification 101 Online Module tool or the information provided in this document, please contact ICE at 202-367-1165 or info@credentialingexcellence.org.