

Terms and Conditions of Use

Please carefully read these terms and conditions before using these CRNA Today webpages (the "the CRNA Today Site"). By using the CRNA Today Site you indicate your agreement to these terms and conditions. If you do not accept these terms and conditions, please do not use the CRNA Today Site.

1. Copyright and Proprietary Rights

This World Wide Web site is the property of The Educated Hand Publishing, LLC ("Educated Hand") and its licensors and is protected by United States and international copyright laws. All copyright, trademark, and other proprietary rights in the CRNA Today Site and in the software, text, graphics, design elements, audio, music and all other materials originated or used by Educated Hand at its site (the "Educated Hand Information") are reserved to Educated Hand and its licensors.

You may not reproduce, upload, post, transmit, download or distribute any part of the Educated Hand Information or information accessed at other sites through links made at the CRNA Today Site ("Other Sites"), other than printing out or downloading portions of the text and images for your own personal, non-commercial use.

You may not modify the CRNA Today Site, Other Sites, or any material residing on such Sites. You shall observe copyright and other restrictions imposed by Other Sites. You may not use the CRNA Today Site or Other Sites in any manner that infringes the rights of any person or entity.

Domain names and trademarks of Other Sites, or contained in information accessed at Other Sites, are the sole property of their respective owners. No affiliation with, endorsement of, or sponsorship by Educated Hand should be inferred.

2. Responsibility for Content

Educated Hand does not screen, edit or review material submitted by users. Educated Hand can therefore accept no responsibility or liability for any material which may reside in or is accessed by the CRNA Today Site other than Educated Hand Information. Educated Hand has no responsibility with respect to Other Sites.

You may not link, upload, post or transmit any illegal, obscene, offensive or otherwise inappropriate material to the CRNA Today Site. You agree to indemnify Educated Hand from any damage, loss, cost or expense which may be incurred by Educated Hand as a result of the material you link, upload, post, or transmit to the CRNA Today Site. Educated Hand has no duty to review or edit materials submitted by users. Any such materials may be removed by Educated Hand at any time for any reason.

3. Exclusions of Warranties

No warranties of any kind are made with respect to the CRNA Today Site or Educated Hand. EDUCATED HAND AND THE CRNA TODAY SITE DOES NOT WARRANT THAT THE CRNA TODAY SITE WILL MEET YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY EXCLUDE AND DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE CRNA TODAY SITE OR ITS RELATED SOFTWARE, INCLUDING WITHOUT LIMITATION DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

4. Submissions

All concepts, ideas, comments, manuscripts, illustrations, content modules, or other curriculum offered on the CRNA Today Site and all other materials disclosed or offered to Educated Hand on or in connection with this Site are submitted without any restrictions or expectation of confidentiality. Educated Hand shall have no financial or other

obligations to you when you submit such information, nor shall you assert any proprietary or moral right of any kind with respect to such submissions. Educated Hand shall have the right to use, publish, reproduce, transmit, download, upload, post, display or otherwise distribute your submissions in any manner without notice or compensation to you.

5. AANA Attendance Records/No Responsibility for Unfinished Courses

Educated Hand and CRNA Today site shall send your attendance records to the AANA at the end of each month, provided you have supplied the correct AANA ID.

It is your responsibility to complete all courses in a timely fashion and before the expiration date. Educated Hand and the CRNA Today Site are not responsible or liable for the untimely completion of the courses/credits.

6. Export Controls

Your use of the CRNA Today Site will comply with all applicable laws, rules and regulations that govern the export of technical data.

7. Choice of Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to any conflict of law principles.

8. Limitation of Liability

IN NO EVENT SHALL EDUCATED HAND OR ITS EMPLOYEES, AGENTS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND. USERS OF THE CRNA TODAY SITE ASSUME THEIR OWN RISK FOR THE MATERIAL POSTED ON THE CRNA TODAY SITE.

IN NO EVENT SHALL CRNA TODAY, EDUCATED HAND, THEIR DIRECTORS, AFFILIATES, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES, THE SERVICES, THE INTERACTIVE AREAS, OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM CRNA TODAY OR EDUCATED HAND, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CRNA TODAY'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CRNA TODAY OR EDUCATED HAND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO CRNA TODAY OR EDUCATED HAND FOR ACCESS TO OR USE OF THE SITES.

9. Limitation of Claims

Any action on any claim against Educated Hand must be brought by the user within one (1) year following the date the claim first accrued, or shall be deemed waived.

10. 60 Day Money-Back Guarantee

If you are not pleased with our software or with the CRNA Today Site for any reason, you are entitled to our 60 day no hassle, no questions asked, money-back guarantee for credits only. Your account will be credited promptly. You can request a refund by emailing to ncrofut@crnatoday.com.

11. No Money Back for Unused Credits/Credits are valid indefinitely

There shall be no money back for unused credits and all credits are valid indefinitely.

12. No Refunds for Failed Courses

There shall be no refunds or money back for failed courses. If you wish to take a failed course over for any reason, you must re-purchase said course.

12. Entire Agreement

This is the entire agreement between the parties and may not be modified except in writing signed by both parties.

13. Single Use Only

Purchased courses shall be for single use only. Any and all access codes and or passwords shall not be shared with other members and/or non-members for Continuing Education Credit. Continuing Education credit shall not be given to persons who have not legitimately purchased the course.

DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CRNA TODAY OR EDUCATED HAND, THE SITES, THE SITE MATERIALS CONTAINED THEREIN, THE SERVICES, AND ALL CONTENT MADE AVAILABLE ON, CONTAINED IN, OR ACCESSED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EDUCATED HAND AND CRNA TODAY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITES. CRNA TODAY AND EDUCATED HAND DO NOT REPRESENT OR WARRANT THAT THE CONTENT AND MATERIALS ON THE SITES OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. CRNA TODAY AND EDUCATED HAND DO NOT REPRESENT OR WARRANT THAT THE SITES OR THEIR HOST SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER CRNA TODAY OR EDUCATED HAND IS RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR IMAGERY. WHILE CRNA TODAY AND EDUCATED HAND ATTEMPT TO MAKE YOUR ACCESS AND USE OF THE SITES AND THE SERVICES SAFE, CRNA TODAY AND EDUCATED HAND CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SITES OR THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU

SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. CRNA Today and Educated Hand each reserves the right to change or delete any and all Materials or Content contained in the Sites and any Services offered through the Sites at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by either CRNA Today or Educated Hand.