



Your office subscription to Accelerate Agent Training allows unlimited access for all agents in each registered physical office. By purchasing this office subscription, you have agreed to the following terms:

1. **Scope of Agreement:** Under this Agreement ("Agreement"), the Council of Real Estate Brokerage Managers ("we", "us" or "our") makes available the Accelerate training modules ("training modules" or "training") to paid, authorized users ("you" or "your"). The term "use" means the use and availability of, access to, transmission to or from or any exchange of information or communication in connection with or arising from the training.

2. **Registration Information:** You will provide us with accurate and complete registration information and advise us promptly of any changes.

3. **Refund Policy:** All fees paid for the training are NONREFUNDABLE.

4. **Conduct:** You are only permitted to distribute your password to the agents who do business out of your registered office(s). Allowing individuals outside of your registered office(s) to view or participate in any part of the training modules is prohibited. By agreeing to these terms, you acknowledge that you are only allowing the agents doing business out of your registered office(s) to consume all information, take all pertinent quizzes and complete all tasks.

5. **Limited Liability and Warranty:** You are entirely liable for activities conducted by you, your agents or anyone else, in connection with your registration and use of the training modules. You may not allow individuals outside of your registered office(s) to use your password or view the training modules. If you do, you (a) assume all responsibility and liability associated with such use and (b) indemnify and hold us harmless for any such use. We do not warrant the accuracy, completeness, currentness or other characteristics of any material available in the training modules. We will not be liable for any loss or injury resulting directly or indirectly from the training modules, whether or not caused in whole or in part by our negligence or by contingencies beyond our control. Neither we nor our suppliers are responsible or liable, directly or indirectly, for any loss or damage caused by use of or reliance on or inability to use or access any of the training material or content.

YOUR ACCESS TO AND USE OF OUR TRAINING MODULES ARE AT YOUR SOLE RISK AND IS PROVIDED "AS IS," or "AS AVAILABLE." THE MODULES ARE FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICE OR OTHERWISE, IS REPLACEMENT OF DEFECTIVE GOODS OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR SERVICE. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

6. Indemnification: You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including attorneys' fees), in connection with or arising from your breach of this Agreement and/or your use of the training modules. We may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action and then corresponding indemnification obligation will end.

7. Termination: We can terminate your access to the training modules at any time subject to the terms herein. We can terminate this Agreement, restrict or terminate your access to and use of the training modules immediately and without notice or liability, if you breach this Agreement in any way, and it will not limit any other rights available to us.

8. Governing Law and Interpretation: If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. The laws of the State of Illinois govern this Agreement, your registration and access to the training modules. You must comply with all laws, regulations, obligations, and restrictions which apply to you. You agree that the courts of the State of Illinois have exclusive jurisdiction for any claim, action or dispute under this Agreement and that venue shall be in Cook County, Illinois. You also agree and expressly consent to the exercise of personal jurisdiction in the State of Illinois.