



Terms of Use for Digital Online Course Purchase

The following terms of use contain the entire agreement between Purchaser and K&R Negotiations, LLC (K&R), regarding the purchase and access to K&R courses, documents, audio, videos and any other products. Please read this Agreement in its entirety. The purchase of any Courses indicates Purchaser's agreement to be bound by these terms.

1. Courses

Purchaser may access various documents, audio/visual and software course (individually and collectively "Courses"), under these terms and conditions.

2. Institutional Use—Additional Requirements

If Purchaser's institution intends to use any of the courses on an institutional server, with access to other employees, a digital license is required at a cost to be agreed to between Purchaser and K&R. If Purchaser's institution intends to use as a college or commercial course offered for credit or non-credit, whether in a classroom, online, hybrid, broadcast, or video based format, then payment of Course License Fees or Student Only Fees will apply.

3. Rights Granted

Purchaser agrees to only use these products for personal business use, and agrees not to distribute these products outside their business or to make copies for others inside or outside their business. The purchase of these products in no way transfers to Purchaser the rights of these products for commercial or *promotional rights*.

4. Access Restrictions.

Purchaser represents and agrees that Purchaser will use the Courses only for Purchaser's personal business use, and not for any redistribution of the Courses or other restricted use. Purchaser agrees not to infringe the rights of the copyright owners and to comply with all applicable laws in Purchaser's use of the Courses. Except as set forth in Section 2 above, Purchaser agrees that Purchaser will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, license or otherwise transfer or use the Courses. Purchaser is not granted any synchronization, promotional use, commercial sale, resale, and reproduction or

distribution rights for the Courses. Purchaser acknowledges that the Courses embodies the intellectual property of K&R and is protected by law.

5. Reservation of Rights

Except for the rights explicitly granted to Purchaser here, all right, title and interest in the Courses are reserved and retained by K&R. Purchaser does not acquire any ownership rights in the Courses as a result of accessing the product(s).

6. General

6.1 All Courses sales are final. There are no refunds of purchases unless explicitly stated.

6.2 K&R may, from time to time, remove Courses from the website without notice.

6.3 **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. THE COURSES PURCHASED OR OTHERWISE MADE AVAILABLE TO PURCHASER THROUGH THIS SITE ARE PROVIDED BY K&R ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. K&R MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE COURSES, PURCHASED OR OTHERWISE MADE AVAILABLE TO PURCHASER THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. PURCHASER EXPRESSLY AGREE THAT THE PURCHASE OF THE COURSES IS AT PURCHASER 'S SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, K&R DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. K&R DOES NOT WARRANT THAT THE COURSES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. K&R WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE PURCHASE AND/OR USE OF COURSES ON OR OTHERWISE MADE AVAILABLE TO PURCHASER THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION, OR LIMITATIONS MAY NOT APPLY TO PURCHASER, AND PURCHASER MIGHT HAVE ADDITIONAL RIGHTS.**

6.4 **Third-Party Beneficiaries.** Courses copyright owners are intended third-party beneficiaries under the Terms of Use and may enforce the Terms of Use against Purchaser and invoke all rights hereunder including limitations of liability.

6.5 **Contact Information.** For communications concerning the Terms of Use, please write to K&R Negotiations: 53 Calle Palmeras, Caribe Plaza Building, Suite 601, San Juan, Puerto Rico 00901.