

TERMS AND CONDITIONS OF USE

1. In this Agreement and Policy the following terms shall have the following meanings:

- (a) **Administrator** means the individual appointed by the Client to act as Client contact with Dynacor and to create User Account for User.
- (b) **Client** means the Client that has authorized and directed the User to access a User Account
- (c) **Client Content** means courses proprietary to Client or a third party on behalf of the Client that Client creates, launches or administers in the LMS Site(d)
- (d) **Confidential Information** means confidential, and proprietary information of you or the Client that is not generally available to the public and is identified as confidential at the time of disclosure including User Data such as your name, address, email address, as well as the name of your company and/or employer, which may be created or used when you access the Services including information regarding the Client Content or Dynacor Content viewed and/or completed under your training profile, completion dates, interactions, and other activity within the LMS Site.
- (e) **Dynacor Content** means training content and learning resources created by or for Dynacor, or otherwise provided by Dynacor to Client and User (including, without limitation, artwork, images, text, audio, video, messaging, Internet links, software and other related creative elements and works of authorship). Unless excepted, "Dynacor Content" is included in each reference to Services in this Agreement;
- (f) **LMS Site** means the website owned and operated by Dynacor that contains the LMS System and User Account.
- (g) **Services** means use of training modules and information contained in Client Content and Dynacor Content and storage of User Data and all services related thereto.
- (h) **User Account** means an account created by you or the Administrator on your behalf to engage in Dynacor Content or Client Content or upload information and documents unique to you for access by the Client.
- (i) **User Data** means all your personal information in User Account and all data uploaded by you on to your User Account

2. You have created your own unique User Account or you have been provided with log in code by Administrator of Client to access your own User Account on the LMS Site in order to utilize the Services which may include accessing training modules and/or inputting your own confidential information for the use and benefit of the Client.

3. You undertake and agree that you will only use the Services and the LMS Site in accordance with the terms of this Agreement and as requested and authorized by the Client. You understand, acknowledge and agree that:

- (a) Dynacorp does not collect your Confidential Information. Any of Confidential Information on the LMS Site belonging to you was placed there by the Client or by you at the request of the Client.
- (b) the Client has access to all User Confidential Information that you may create or upload into your User Account from time to time.
- (c) You or the Client may add, delete or alter User Confidential Information from time to time.
- (d) Dynacorp has no responsibility or liability for any action or inaction by the Client or those for whom they are responsible in law for in respect of User Confidential Information.
- (e) Dynacorp has no responsibility for the accuracy of any User Confidential Information.
- (f) Dynacorp has no obligation or responsibility to maintain User Confidential Information and will have no liability in the event of loss or corruption of User Confidential Information.

4. You acknowledge that accessing your User Account does not oblige Dynacorp to provide any service or product to you. You represent and warrant that you are acting in your own capacity and not on behalf of a third party.

PRIVACY POLICY

Dynacorp takes precautions to protect your User Confidential Information. When you submit sensitive information to your User Account, your information is protected both online and offline. That information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the webpage.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user's personal information under our control.

The length of time we retain said information will be determined based upon the following criteria: the length of time your personal information remains relevant; the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations or any limitation periods within which claims might be made. Notwithstanding the above Dynacorp shall delete User Confidential Information upon the direction of the Client subject to any retention periods prescribed by law or recommended by regulators, professional bodies or associations directing Dynacorp to maintain part of all of User Confidential Information.