

Terms and Conditions for CaritaConsulting.com and Services provided by Christopher Carita LLC
DBA Carita Consulting

1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine-readable, or other form concerning the business, clients, suppliers, finances, and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by Christopher Carita LLC to accompany a course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by you to Christopher Carita LLC for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information, and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/or the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website or by telephone, including consulting services.

“Taught Course” means a course taught by us in a classroom setting to which you attend in person.

“Website” means www.caritaconsulting.com

“you” means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3. By purchasing a seat for a course, you confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification, or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

Purchasing Services via the Website

3.1. In order to purchase any of the Services online, you must provide the requested personal information and pay any fees in accordance with Section 5 below.

3.2. When you place an order for a Service via the Website, you are offering to purchase the Services on these terms and conditions. Christopher Carita LLC reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. Following receipt by us of your order for Services via the Website, we will contact you confirming receipt of your order.

3.4. A legally binding agreement between us and you shall come into existence when we have:

- (a) accepted your purchase of Services from us by sending you an email confirming the purchase; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.5. Where your order consists of multiple Online Courses or multiple Taught Courses, each individual course will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by us of your offer to purchase any other courses which make up your order.

4. Cancellation and Variation

4.1. Once payment has been accepted and your seat in a course has been reserved, cancellations and refunds will not be issued. At the discretion of Christopher Carita LLC, a seat in a course may be transferred to another qualified prospective student. Requests for transfer of a purchased seat should be directed to info@caritaconsulting.com

4.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then you shall have no right to cancel your order or request a refund or transfer your seat in the course.

4.3. Notwithstanding clause 4.1, there is no other right to cancel or vary your purchase of Services, and any other cancellation and/or variation of course dates will be at the entire discretion of Christopher Carita LLC.

4.4. Christopher Carita LLC reserves the right to restrict access and cancel your seat without refund in any course should there be suspicion of ill intent, deception, or due to concern for the safety of anyone involved in the course.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services, Fees are inclusive of local taxes, the cost of some Course Materials, and any delivery costs payable in respect of the delivery of Course Material to you. You may incur additional costs should you decide to purchase recommended additional resources or should you opt to print any materials for your personal use only. Any other additional costs related to the purchase of a service will be set out in the Website's course description prior to your purchase of the Services.

5.3. Fees for the Service selected by you on the Website shall be debited from your credit/debit card at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course, and your seat is not guaranteed until the Fee is paid.

5.4. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account, and Christopher Carita LLC shall not be responsible for these.

5.5. You shall be responsible for all costs you incur in connection with your attendance at any Taught Courses or your access onto any Online Course.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of legal advice.

6.2. Christopher Carita LLC, its trainers, contractors, and employees shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the provision of consulting services, including but not limited to workplace violence prevention plans, crisis communication plans, threat assessment consulting, and law enforcement training.

6.3. Although Christopher Carita LLC aims to provide the Services to the highest standards of the industry, neither it, nor its trainers, contractors, or employees, accept any liability for:

- (i) any inaccuracy or misleading information provided in the programs or Course Materials and any reliance by the Client on any such information;
- (ii) any loss or corruption of data;
- (iii) any loss of profit, revenue, or goodwill;
- (iv) any indirect, special, or consequential loss or liability arising from engaging with our programs or courses or any breach of the terms of this Agreement.

6.4. Christopher Carita LLC, its trainers, contractors, and employees are not liable for any damage, loss, injury, or harm to persons or property arising out of or related to the use of the Services, including both online and in-person courses and training sessions, as well as consulting services provided, including but not limited to workplace violence prevention plans, crisis communication plans, threat assessment consulting, and law enforcement training.

6.5. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties, or other terms shall apply to the Services. Subject to clause 6.6, no implied conditions, warranties, or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose, or conformance with description).

6.6. Christopher Carita LLC's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence, or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

6.7. Nothing in this Agreement shall exclude or limit Christopher Carita LLC's liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraudulent misrepresentation; or
- (iii) any other matter which under applicable law may not be limited or excluded.

6.8. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses, and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Christopher Carita LLC or its licensors, whether adapted, written for, or customized for the Client or not.

7.2. You are not authorized to:

- (i) copy, modify, reproduce, re-publish, sublicense, sell, upload, broadcast, post, transmit, or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone, or other means the Online Course or Taught Course given;

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third-party trainer;

(iv) remove any copyright or other notice of Christopher Carita LLC, or its licensors, on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses. Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and/or attending the Taught Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- a. fail to pay when due your Fees;
- b. act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of Christopher Carita LLC, any teacher, or lecturer who provides the Taught Courses, or any student who attends any Taught Course;
- c. cheat or plagiarize any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- e. intentionally or recklessly damage our property or the property of our employees or other students attending on any host premises;
- f. are intoxicated through alcohol or illegal drugs while on our premises;
- g. commit any criminal offense committed on our premises or host premises or where the victim is our employee or student;

h. are in breach of these terms and conditions.

9.2. On termination, clauses 6 (liability), 7 (intellectual property rights), 8 (confidentiality), and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person except as provided in section 7, and only when such transfer has been approved before the start of instruction. We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the Website Disclaimer and Course Specific Terms and Conditions where applicable, are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these or any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Christopher Carita LLC shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes, and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict, or regulation.

13. Assignment

We may assign, transfer, subcontract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1. The nature of the Services provided by us means that we will obtain, use, and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services, you agree to this Use.

14.2. When you register with us, you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased, and otherwise as required during the normal provision of the course.

14.3. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form,

provide you with communications. We will not pass any personal data onto anyone outside of Christopher Carita LLC.

14.4. To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to, and the parts of the Website you visit.

14.5. We use information such as your User ID, session identifiers, and password to enable us to identify whether you are using our services, assist with the provision of services, and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.6. Our products may link to third-party websites and we are not responsible for their data policies or procedures or their content.

14.7. Christopher Carita LLC endeavors to take all reasonable steps to protect your personal Data, including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

14.8. Christopher Carita LLC may supplement the information that you provide with information we receive from third parties, such as exam registration bodies or your employer.

14.9. If you wish to change or update the data we hold about you, please email christopher@caritaconsulting.com or info@caritaconsulting.com.

15. Law and Jurisdiction

This Agreement is subject to all applicable laws, and the parties submit to the exclusive jurisdiction of U.S. courts in connection with any dispute hereunder.

16. Notices

You can contact us by any of the following methods:

Email: christopher@caritaconsulting.com or info@caritaconsulting.com

Telephone: 954-408-3630