

# Terms of Use

**Last updated: January 30, 2026**

These Terms of Use (the “Terms”) constitute an agreement between you (on behalf of yourself and, if applicable, the entity that you represent) and The Hartford Steam Boiler Inspection and Insurance Company (or its subsidiaries and affiliated entities, referred to herein as “HSB”). The Terms govern your access to and use of the website located at [www.hsb.com](http://www.hsb.com), [www.hsbfrontdoor.com](http://www.hsbfrontdoor.com), and any related mobile applications, websites, digital portals, and media platforms owned or controlled by HSB and its parent company, Munich Re (individually and collectively, the “Site(s)"). Please read the Terms carefully before using the Site(s). By using the Site(s), you agree to be bound by the Terms without limitation or qualification. If you do not agree with any of the Terms, or if your use of the Site(s) violates any applicable law or regulation, you are prohibited from using the Site(s). If, at any time, you choose not to accept these Terms, please discontinue using and accessing the Site(s) immediately.

HSB may, at any time, with or without advance notice, revise, add, remove, or otherwise modify these Terms (or portions thereof) by updating this posting or otherwise notifying you of such changes. The most recent version of the Terms will be posted to the Site(s), and you agree to be bound by such changes by continuing to use the Site(s) thereafter. You should periodically visit this page to review the then-current Terms.

**Depending on the nature of your relationship with us or the Site(s) that you use, supplemental or different terms may apply (“Additional Terms”). You are advised to review the Additional Terms made available on the Site(s) that you use, as well as any Additional Terms provided by us to you in connection therewith. By using such Site(s), you agree to be bound by the Additional Terms. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms will control.**

- If you are using the Site(s) in connection with On-Demand Course(s) offered by HSB, your Additional Terms include, but are not limited to, the legal notice found [here](#).
- If you are using the Site(s) in connection with products or services offered by The Boiler Inspection and Insurance Company of Canada, your Additional Terms include, but are not limited to, the legal notice found [here](#).
- If you are using the Site(s) in connection with products or services offered by HSB Engineering Insurance Limited or HSB Engineering Insurance Services Limited, your Additional Terms include, but are not limited to, the legal notice found [here](#).

## Privacy Policy

- HSB is committed to protecting the privacy of your personal data. HSB’s Privacy Policy regarding personal data collected through Sites, except for [www.frontdoor.com](http://www.frontdoor.com) and Smart Sensor Signup websites such as this Site, is available [here](#).
- HSB’s Privacy Policy regarding personal data collected through the website located at [www.frontdoor.com](http://www.frontdoor.com) is available [here](#).

- HSB's Privacy Policy for Smart Sensor Signup website, such as this Site, is available in the Privacy Policy link in the footer of this Site.

## **Disclaimer**

THE SITE(S), INCLUDING ANY AND ALL MATERIAL, DATA, IMAGES, SERVICES, PRODUCTS, QUOTES, AND OTHER INFORMATION PROVIDED IN CONNECTION WITH THE SITE(S) (HEREINAFTER, "CONTENT"), ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, HSB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND COMPLETENESS OF INFORMATION, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE(S) AND CONTENT. HSB DOES NOT WARRANT THAT THE SITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE(S) OR SERVERS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE OR HARMFUL CODE OR COMPONENTS. WHILE HSB USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE SITE(S), ERRORS OR OMISSIONS SOMETIMES OCCUR. HSB DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES REGARDING THE ACCURACY, COMPLETENESS, CORRECTNESS, USABILITY, AND RELIABILITY OF THE SITE(S) AND CONTENT. THE INFORMATION AND DESCRIPTIONS CONTAINED HEREIN ARE NOT INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE PRODUCTS AND SERVICES, BUT ARE PROVIDED SOLELY FOR GENERAL INFORMATIONAL PURPOSES. TO OBTAIN COVERAGE, YOU MUST SUBMIT AN APPLICATION TO US. ALL APPLICATIONS ARE SUBJECT TO UNDERWRITING APPROVAL.

## **Limitation of Liability**

IN NO EVENT SHALL HSB, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, MAINTAINING, OR CONTROLLING THE SITE(S), BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HSB OR AN HSB AUTHORIZED REPRESENTATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, HSB WILL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE(S) OR CONTENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; IF SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL HSB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION

EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE(S) OR CONTENT.

HSB ALSO ASSUMES NO RESPONSIBILITY, AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER THAT MAY ARISE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE OR HARMFUL CODE THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE(S) OR YOUR ACCESS TO OR DOWNLOADING OF ANY CONTENT.

### **Access and Account Security**

To access certain the Site(s), you may be required to open an account and provide certain registration information. If you elect to do so, you agree that the registration information provided will be correct, accurate, and complete. To complete the registration process, you must choose an account password and username. You are solely responsible for maintaining the confidentiality of your username password and account information ("Login Credentials") and for any and all activities that occur under your account. You agree that you will not provide your Login Credentials to any other person. You agree to notify HSB immediately of any unauthorized access to or use of your Login Credentials, or of any other breach of security of which you become aware. HSB will not be liable for any loss that you incur as a result of someone else using your Login Credentials, either with or without your knowledge.

### **Restrictions on use; Ownership**

The Site(s) and Content are owned, and will at all times be owned, by HSB, its suppliers, licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property laws. You do not acquire, by virtue of your use of the Site(s) or Content, any rights, title, license, or interest in or to the Site(s) and Content, including any intellectual property rights therein. All rights not expressly granted are reserved by HSB, its suppliers, licensors, or other providers. Except as otherwise expressly permitted by HSB, the Site(s) and Content may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, in whole or in part. You may not distribute, modify, transmit, reuse, repost, republish, resell, or use the Content, in whole or in part, for public or commercial use, without HSB's written permission. Where designated, HSB may permit you to download certain Content for your use only, provided that you also retain all copyright and other proprietary notices contained therein.

HSB neither warrants nor represents that your use of materials displayed on the Site(s) will not infringe rights of third parties not owned by or affiliated with HSB.

In connection with your use of the Site(s), you agree to comply with all applicable laws, rules, and regulations. You further agree not to, nor permit any third party to, do any of the following: access or attempt to access the Site(s), the Content, our systems, programs, or data that are not made available for public use;

share, disclose, or otherwise provide your Login Credentials which you use to access the Site(s) or Content with any third party;

use the Site(s) or Content in any manner to provide service bureau, commercial time-sharing, or other computer service to third parties;

use the Site(s) or Content in any way that violates applicable federal, state, local or international law or regulation, including, but not limited to, applicable export control laws and regulations or which violates the intellectual property rights of a third party;  
work around any of the technical limitations of the Site(s), gain access to any systems, data, or information not intended to be made accessible to you, or decompile, disassemble, or otherwise reverse engineer the Site(s);  
perform or attempt to perform any actions that would obscure or alter any of the copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Site(s) or Content;  
perform or attempt to perform any actions that would interfere with the proper working of the Site(s);  
use the Site(s) in any way that could damage, disable, overburden, or impair any server, system, or network(s) connected to the server;  
use the Site(s) or Content in any way that competes with HSB or its businesses;  
use the Site(s) and the Content except as expressly intended under the Terms.

### **Trademarks and Copyrights**

All trademarks, services marks, trade names, logos and icons are proprietary to HSB. Nothing contained on the Site(s) or in the Content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of HSB or such third party that may own the trademarks displayed. Your use of the trademarks displayed on the Site(s), or in the Content, except as expressly provided herein, is strictly prohibited.

Images displayed on the Site(s) are either the property of, or used with the permission of, HSB. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted herein. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### **Representations and Warranties**

You hereby represent and warrant that if you are using the Site(s) on behalf of an entity, you are duly authorized to bind such entity to the Terms. You further represent and warrant that any and all information provided by you (whether uploaded to the Site(s) or otherwise):

is accurate, complete, truthful, and not misleading;  
does not violate any third-party rights of any kind, including, without limitation, any intellectual property rights, rights of publicity, or rights of privacy;  
does not violate these Terms, any Additional Terms, and our Privacy Statement, or any law, regulation, rule, code, or other legal obligation (including but not limited to export control, consumer protection, unfair competition, anti-discrimination or false advertising);  
does not contain anything that is, or could reasonable be, deemed unlawful, harassing, bullying, hateful, illegal, invasive of another's privacy, harmful, abusive, racially, or ethnically offensive, religiously biased, tortious, threatening, defamatory, infringing, invasive, harassing, libelous, profane, obscene, or otherwise objectionable;

does not contain viruses, Trojan horses, worms, time bombs, bots, corrupted files, or any other software or programs that may damage the Site(s), Content, or the operation of another's computer or property;

does not contain any protected health information or any other special categories or personal data;

is not a form of phishing, and does not contain unsolicited or unauthorized advertising, promotional materials, "spam", or any other form of solicitation; and

does not harm minors.

HSB has no responsibility to review information uploaded by you (or by any other person), or to exercise any editorial control or monitoring of such information. Notwithstanding, we may review such information and, in our sole and absolute discretion, remove or refuse to display such information from the Site(s) for any reason.

## **Indemnity**

You agree to indemnify, defend, and hold harmless HSB and its officers, directors, employees, agents, contractors, service providers and representatives from and against any and all liabilities, expenses, losses, damages, and costs (including reasonable attorneys' fees) arising out of or claimed to have arisen out of your: (i) use of the Site(s) or Content; (ii) breach or alleged breach of the Terms; or (iii) negligent, wrongful, or unlawful acts or omissions.

## **Jurisdictional issues - products and services**

Unless otherwise expressly set forth herein, HSB makes no representation that materials on the Site(s) are appropriate or available for use in any location. The Site(s) are directed to and intended for use only in jurisdictions where the Content does not violate local law. Please read the Content carefully and, if needed, request further information regarding its applicability. Those who choose to access the Site(s) do so on their own initiative and are responsible for compliance with all applicable laws, rules, and regulations. Except as expressly set forth herein, the information contained on the Site(s) is not an offer to sell or a solicitation to buy any security, insurance product or other product or service. No security, insurance product or other product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

## **Statutory Information Concerning Insurance Company Operations**

Certain states require disclosure of specific information concerning an insurance company's state of domicile, principal place of business, National Association of Insurance Commissioners ("NAIC") code number, and where an insurance company is authorized to transact business. The Hartford Steam Boiler Inspection and Insurance Company ("HSBIIC") is domiciled in the State of Connecticut, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBIIC is authorized to transact business in every state in the United States. The NAIC Code number for HSBIIC is 11452.

The Hartford Steam Boiler Inspection and Insurance Company of Connecticut ("HSBCT"), a subsidiary of HSBIIC, is domiciled in the State of Connecticut, and maintains its principal place

of business at One State Street, Hartford, Connecticut 06102-5024. HSBCT is authorized to transact business in every state in the United States. The NAIC Code number for HSBCT is 29890.

The HSB Specialty Insurance Company ("HSBSIC"), a subsidiary of HSBIC, is domiciled in the State of Connecticut, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBSIC is authorized to transact business in every state in the United States. The NAIC Code number for HSBSIC is 14438.

### **Links to Third-Party Website**

The Site(s) may contain links to other websites that are not owned, operated, or controlled by HSB ("Third-Party Websites"). HSB is not responsible for the function, accuracy, or content of Third-Party Websites. The inclusion of a hyperlink to Third Party Websites is for your convenience only and does not imply approval of or endorsement by HSB of Third-Party Websites or of any material, data, services, products, quotes, or other information included therein ("Third-Party Content"). You are solely responsible for any damage or loss arising from your use of or access to any Third-Party Websites or Third-Party Content, and agree that HSB shall have no liability whatsoever in connection therewith. Third-Party Websites may have their own terms and conditions and privacy policies. It is your responsibility to read and understand such terms and conditions or privacy policies of the applicable Third-Party Websites.

### **Termination**

These Terms shall remain in full force and effect while you use the Site(s). HSB may terminate, suspend, or limit your use of the Site(s) (or any portion thereof) at any time, without prior notice, for any reason, including, but not limited to, HSB's belief that you violated the Terms; in response to requests or as required by law enforcement or government agencies; discontinuance or modification of the Site(s) or Content; technical or security issues; your inactivity; or your engagement in conduct inconsistent with the intent of the Site(s) or Terms. Upon termination, your right to use the Site(s) will immediately cease. You may terminate your use of the Site(s) at any time by simply discontinuing use. All provisions of the Terms which, by their nature, should survive termination, shall survive termination, including, but not limited to, disclaimers, limitations of liability, and intellectual property ownership provisions.

### **Changes to the Site(s) or Content**

The Site(s) and Content may be modified, replaced, removed, suspended, or discontinued by HSB in its sole discretion, for any reason or no reason, with or without notice to you. HSB shall not be liable to you for any such changes.

### **Governing law**

The Terms will be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflict of law principles. The courts of the State of Connecticut and the federal courts located in Connecticut shall have exclusive jurisdiction over and shall be the exclusive venue for resolving disputes relating to the Site(s) or these Terms.

## **Notification of infringement**

Notifications regarding any alleged intellectual property infringement should be directed to HSB at the address below or by e-mail to [hsbinfo@hsb.com](mailto:hsbinfo@hsb.com).

The Hartford Steam Boiler Inspection and Insurance Company

Attn: Legal Department

One State Street

P.O. Box 5024

Hartford, CT 06102-5024

USA

## **Submissions**

Please review this section carefully prior to using our Content to understand the a) rights you give us and b) obligations you have when you post or upload anything through the Content.

By submitting anything to HSB you represent and warrant that:

- By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Content (“Submissions”), you agree to assign to us all intellectual property rights in such Submission.
- You agree that you grant HSB a License (as defined below) to your Submission and that HSB is entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- You warrant that any such Submission or Contribution are original to you or that you are the sole author and owner of the intellectual property and other rights and you have the full authority to grant us the above-mentioned rights in relation to your Submissions or Contributions thereto (or have the necessary licenses, rights, consents, and permissions to use and provide a non-exclusive license to HSB to use all intellectual property and other rights thereto to enable inclusion and use of the Submissions or Contributions in the manner contemplated by the Sites and these Terms of Use);
- You understand that your Submissions or Contributions may be utilized and distributed by HSB in its marketing materials, including but not limited to, [hsb.com](http://hsb.com), HSB emails, and social channels;
- All “moral rights” that you may have in such Submissions or Contributions have been voluntarily waived by you, and you do not require that any personally identifying information be used in connection with the Submissions or Contributions that you submit, or any derivative works of or upgrades or updates thereto;
- You are at least 16 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the Site and their agreement to these Terms of Use;
- That Submissions or Contributions you supply do not violate these Terms, or any Additional Terms and will not cause injury to any person or entity.

When you post Submissions or Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Submissions or Contributions, you grant us a worldwide, unrestricted, unlimited, irrevocable, perpetual, non-exclusive, sublicensable and

transferable, royalty-free, fully-paid right, and license to: use, copy reproduce, edit, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Submissions or Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Submissions or Contributions, and to sublicense the licenses granted in this section to any third-party into any form, medium or technology whether now or hereafter known, without compensation to you, for any lawful purpose, including, without limitation, for purposes of advertising and trade. (hereinafter, the "License"). This License will survive the termination of these Terms of Use and your use of the Site.

This License includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

HSB does not endorse any Content, or any opinion, recommendation, or advice expressed therein, and HSB disclaims all liability with respect to the Content posted by third parties.

You are solely responsible for your Submissions or Contributions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of a) this section, b) any third party's intellectual property rights, or c) applicable law.

### **Online Claims Submissions**

Any and all Submissions, including your ability to report an insurance claim where available, shall not commit HSB to coverage for any related loss. Information you submit regarding your insurance policy and the loss is subject to review and verification. HSB reserves the right to request additional information prior to reaching a decision on the claim. A claim representative will be communicating with you regarding your claim. All policy provisions contained in your policy remain in effect. If you have any questions concerning the coverage afforded by your policy, please contact your HSB agent.

### **General Terms**

The Terms, Additional Terms (if applicable), and HSB's Privacy Policy shall constitute the entire understanding and agreement between you and HSB in connection with your use of the Site(s). If any provision thereof is determined to be unlawful, invalid, or unenforceable, such provision shall be reconstituted, to the extent possible, as a valid and enforceable provision which shall put the parties in as close to the same position as if the original provision were valid and enforceable. If it is not possible to so reconstitute such provision, such provision shall be deemed severable and all other provisions of shall remain in effect and enforceable. HSB's waiver of or failure to insist on the performance of any term and condition or to exercise any right or privilege shall not thereafter waive the prior or future enforcement of any other term, condition, right or privilege whether of the same or similar type.

### **Additional Terms**



## Terms of Use for On-Demand Training(s)

Last updated: September 01, 2024

These Additional Terms of Use for the On-Demand Training(s) (the “Training Terms”) apply to your access to and use of the HSB On-Demand Training(s). These Training Terms should be read alongside, and are in addition to, our Terms of Use and Privacy Policy, both which are accessible online. Please read the Training Terms carefully before purchasing or using the On-Demand Training(s). By accessing the On-Demand Training(s), you agree to be bound by the Training Terms without limitation or qualification. If you do not agree with any of the Training Terms, or if your use of the On-Demand Training(s) violates any applicable law or regulation, you are prohibited from accessing and using the On-Demand Training(s). If, at any time, you choose not to accept these Training Terms, please discontinue using and accessing the On-Demand Training(s) immediately.

HSB may, at any time, with or without advance notice, revise, add, remove, or otherwise modify these Training Terms (or portions thereof) by updating this posting or otherwise notifying you of such changes. The most recent version of the Training Terms will be posted to the Site(s), and you agree to be bound by such changes by continuing to use the Site(s) thereafter. You should periodically visit this page to review the then-current Training Terms.

Capitalized terms used in these Training Terms, to the extent not otherwise defined in these Training Terms, shall have the same meaning as in the Terms of Use for [www.hsb.com](http://www.hsb.com).

### Definitions

“*On-Demand Training(s)*” means the Content provided by HSB pursuant to the Site.

“*Permitted Use*” means the learning of or education for engineering and equipment code standards solely for your individual use only.

“*Fees*” means the fees paid by you to HSB for the On-Demand Training Content.

“*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.

### General

- 1.1. A description of the On-Demand Training(s) will be available on the Site. We will provide the On-Demand Training(s) with reasonable care and skill in accordance with the description set out on the Site.
- 1.2. HSB reserve the right to vary or withdraw any of the On-Demand Training(s) described on the Site without prior notice.
- 1.3. HSB expects you to confirm that the On-Demand Training(s) you are purchasing and accessing will meet your needs. HSB does 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 On-Demand Training(s).

## **License and Restrictions**

- 1.4. *License*. Subject to and conditioned on your payment of the Fees and compliance with the Training Terms as set forth herein, HSB grants you a limited, non-exclusive, non-transferable, non-sublicense-able, revocable, royalty-free license to use the On-Demand Training(s) solely for the Permitted Use . All rights not expressly granted are reserved by HSB and, except as expressly set forth herein, no license is granted by HSB directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of HSB.
- 1.5. *Access*. You shall be solely responsible for obtaining and maintaining all internet connection and software equipment necessary to access and use the On-Demand Training(s).
- 1.6. *Restrictions*. You shall not share or provide access to the On-Demand Training(s) to any third party without the prior written consent of HSB. You shall not (a) distribute, copy, misuse, modify, adapt, sublicense, translate, sell, reproduce or assign any portion of the On-Demand Training(s); (b) transfer the On-Demand Training(s) or this license to a third party; (c) reverse engineer, disassemble, decompile the On-Demand Training(s) or any aspect thereof, nor use any other means to decode or make a derivative work from the On-Demand Training(s); (d) allow access to the On-Demand Training(s) by any third party; (e) remove, delete, alter or obscure any confidential, proprietary, copyright, trademark, trade secret, patent or other intellectual property rights notices provided on or with the On-Demand Training(s); or (f) use the On-Demand Training(s) in violation of any applicable law, regulation or rule.
- 1.7. *Security; Stability*. HSB reserves the right to change the method of access to the On-Demand Training(s) at any time and for any reason, including to ensure the safety and security of its networks, systems, or other environments. In the event of instability, a threat to the security of HSB's networks, systems, environments, or in an emergency, HSB may, in its sole discretion, temporarily suspend access to the On-Demand Training(s).

## **Ordering On-Demand Training(s)**

- 1.8. *Purchasing On-Demand Training(s) via the Site*. In order to purchase the On-Demand Training(s) you must register for an account with us via the Site. If you already have an account with us, you can log into your account using your username and password.
- 1.9. *When you place an order for the purchase of On-Demand Training(s)* you are offering to purchase the On-Demand Training(s) on these Training Terms. HSB reserves the right to cancel or decline your order or any part of your order at any time.
- 1.10. *Following receipt of your purchase* HSB will provide a supplemental receipt via email to the email address associated with your account.

## **Fees and Taxes**

1.11. The Fees for the On-Demand Training(s) shall be as set out on the Site. All payments shall be in US dollars.

1.12. Fees for the On-Demand Training(s) selected by you shall be debited from your credit card at the time of purchase. Fees must be paid in full prior to you attending viewing any On-Demand Training(s).

1.13. Any Fees charged by your credit card provider in connection with your purchase of On-Demand Training(s) are for your own account and HSB shall not be responsible for these.

1.14. All Fees payable by you for the purchase of On-Demand Training(s) are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on HSB's income.

## **Refund**

Refunds shall be subject to HSB's refund policy in effect, which includes but is not limited to the following: If you are not satisfied with any On-Demand Trainings, you may return it within ten (10) days of purchase for a full refund. You agree to pay all charges that may be incurred by you or on your behalf through the On-Demand Training(s), at the price(s) in effect when such charges are incurred, including all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your transactions.

## **Issues; Interoperability; Support**

- 1.16. You may report to HSB any errors or difficulties discovered with the On-Demand Training(s). HSB may provide you with appropriate correction or support with respect to the errors or difficulties reported to HSB.
- 1.17. HSB will use commercially reasonable efforts to make the On-Demand Training(s) available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime, which may include but is not limited to software updates and hardware maintenance; (b) any unavailability caused by circumstances beyond HSB's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, epidemic or pandemic, acts of terror, unplanned or unexpected downtime of HSB's cloud service provider, strikes or other labor problems (other than those involving HSB employees); (c) outages resulting from an interruption or shut down of the services due to circumstances reasonably believed by HSB to be a significant threat to the normal operation of the Site, the operating infrastructure, or (d) internet service provider failures or delays.

## **Termination**

- 1.18. We shall be entitled to terminate these Training Terms and cease to provide you with any access to any On-Demand Training(s) with immediate effect in the event that you are in breach of these Training Terms.

- 1.18.1. In the event of Termination, you acknowledge and agree that HSB shall not be required to refund any Fees paid for the On-Demand Training(s).

## **Intellectual Property**

- 1.19. HSB is the sole and exclusive owner of all right, title, and interest, including trademarks, copyrights, trade names, trade secrets and other intellectual property rights, in and associated with the On-Demand Training(s). Except for the limited license to use the On-Demand Training(s) as expressly granted herein, HSB grants you no license or other ownership rights of any kind related to the On-Demand Training(s).
- 1.20. You are not authorized to:
  - 1.20.1. copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the On-Demand Cours(s) without prior written permission;
  - 1.20.2. record on video or audio tape, relay by videophone or other means the On-Demand Training(s);
  - 1.20.3. use the On-Demand Training(s) in the provision of any other Training or training whether given by us or any third-party trainer;
  - 1.20.4. remove any copyright or other notice of HSB on the On-Demand Training(s);
  - 1.20.5. modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the On-Demand Training(s).

Breach by you of this clause shall allow us to immediately terminate these Training Terms with you and cease to provide you with any access to all On-Demand Training(s).

## **Disclaimer**

- 1.21. YOU ACKNOWLEDGE AND AGREE THAT THE ON-DEMAND TRAINING(S) ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND HSB MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER HSB NOR ANY OF HSB'S AFFILIATES REPRESENTS OR WARRANTS THAT THE API WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, DATA, SOFTWARE, OR OTHER MATERIAL RELATED TO THE API IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

## **Limitation of Liability**

- 1.22. Although HSB aims to provide On-Demand Training(s) to the highest standards of the industry, neither it, nor its personnel accept any liability for (i) any inaccuracy or misleading information provided in the On-Demand Training(s), (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the Training Terms.
- 1.23. IN NO EVENT SHALL HSB OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, MAINTAINING, OR CONTROLLING THE ON-DEMAND TRAINING(S), BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND

WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HSB OR AN HSB AUTHORIZED REPRESENTATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, HSB WILL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE ON-DEMAND TRAINING(S) OR CONTENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; IF SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL HSB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE ON-DEMAND TRAINING(S) OR CONTENT.

- 1.24. HSB ALSO ASSUMES NO RESPONSIBILITY, AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER THAT MAY ARISE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE OR HARMFUL CODE THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE ON-DEMAND TRAINING(S) OR YOUR ACCESS TO OR DOWNLOADING OF ANY CONTENT.