**Terms and Conditions**

**Acceptance of our Terms:**

This website, www.pro-elearning.com, and all of its subpages (the “Website”), is owned and operated by Astral Technologies Inc. By visiting the website www.pro-elearning.com, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to www.pro-elearning.com, you agree to be bound by the following Terms and Conditions of Service. In the event that you would prefer not to be bound by our Terms, your only option is not to visit, view or generally utilize the services of the website. This Agreement is a legal contract between you and Pro-elearning and applies to your use of the Website shall indicate your conclusive acceptance of this agreement.

**Revision And / Or Termination of Services:**

Pro-elearning has the right, at any time, to modify or discontinue, temporarily or permanently, the services, information, materials and other content we offer through the Website, and/or to refuse or restrict anyone from access to any such services, information, materials and other content, with or without notice and in its sole discretion. Pro-elearning shall not be liable for any modification, suspension or discontinuance of any services.

**Proprietary Rights:**

Pro-elearning and its licensors own all right, title and interest including all compilations of real time or other information, including any software programs, tools, applications and/or code available on or through this Website and accompanying links, photographs, images, video, audio and graphics contained on this Website, the selection and the “look and feel” of this Website, are owned, licensed or controlled by Pro-elearning. You acknowledge and agree that Pro-elearning may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties.

Nothing contained on this Website should be construed as granting, by implication, or otherwise, any license or right to use any of the content, trademarks, copyrights, or other proprietary material without the express written permission of Pro-elearning.

You further acknowledge and agree that, unless Pro-elearning, its applicable affiliate, and/or the applicable Third Party Provider give you prior written permission, you will not sell, license, rent, modify, print, collect, copy, reproduce, download, upload, transmit, disclose, distribute, disseminate, publicly display, publicly perform, publish, edit, adapt, electronically extract or scrub, compile or create derivative works from any content or materials or otherwise transfer any of the content to any third person.

**Privacy:**

Any personal information submitted in connection with your use of the Site is subject to our Privacy Policy which is available at the terms of which are hereby incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices.

**No Warranty:**

You understand and agree that your use of the website is entirely at your own risk. The information and materials contained on this website - including text, graphics, links or other items - are provided "as is" and "as available." Pro-elearning does not warrant the accuracy, adequacy, timeliness, or completeness of this information and materials and expressly disclaims liability for errors, omissions or other defects, or delays or interruptions in this information and materials. The information on this website is also liable to change at short notice. You should not rely on any information contained in this website without first checking with us that it is correct and up to date.

In no event will Pro-elearning be liable for any damages, including without limitation direct or indirect, special, incidental, punitive, or consequential damages, losses or expenses arising out of or relating to your use of the website, any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line or system failure, unauthorized interception of information.

**Limitation of Liability:**

In no event will Pro-elearning or its third party providers be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or the deletion or corruption of any content or information, or the failure to store any content or information, unauthorized interception of information, or other security threats relating to the website, even if Pro-elearning or their agents or advisors are advised of the possibility of such damages, losses or expenses. Past performance is no guarantee of future results.

**Third Party Links:**

Hyperlinks to other internet resources are used by you at your own risk; Pro-elearning is not in a position to and does not seek to monitor or verify the content, accuracy, opinions expressed and other links provided by these resources in any way and is not liable for any aspect of such resources or any consequence arising from your use of those resources. Linked Sites are not under the control of the Company and the Company is not responsible for the contents thereof. These links are provided to you only as a convenience, and inclusion of a link does not imply endorsement of the Linked Site by the Company or any association with its operators. You acknowledge and agree that the Company shall not be responsible or liable for any damage or loss caused by or in connection with use of or reliance on any content, goods or services available on or through any Linked Site.

**Copyright Issues:**

Trademarks (including but not limited those listed at the end of this Agreement) that are used or displayed on this Website are owned by Pro-elearning or by Third Party Providers. The trademarks of Pro-elearning may not be copied or used, in whole, partial or modified form, without the prior written permission of Pro-elearning or, if applicable, the Third Party Provider. In addition, Pro-elearning custom graphics, logos, button icons, scripts, and page headers are covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, imitated, or used, in whole, partial or modified form, without the prior written permission of Pro-elearning.

**Monitoring:**

All electronic communications and content presented and / or passed to the Company, including that presented and/or passed from remote access connections, may be monitored saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of the Company in the exercise of their duties, or by law enforcement authorities who may be assisting the Company in investigating possible contravention/non-compliance with applicable laws. Electronic communications and content may be examined by automated means. Further, the Company has the right to reject, at its sole discretion, from the Site any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of the Company.

**Violation of Agreement:**

Pro-elearning reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to this Website.

**Indemnification:**

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, affiliates and strategic partners from and against any third party claims, actions or demands, arising or resulting from your use of the Web Site or your breach of the terms of this Agreement. The Company shall provide notice to you promptly of any such claim, suit or proceeding and reasonably assist you, at your expense, in defending any such claim, suit or proceeding.

#### ****Miscellaneous:****

These Terms and Conditions constitute the entire agreement between you and Pro-elearning with respect to the subject matter addressed herein, and governs your use of the Website, superseding any prior agreements between you and Pro-elearning relating to such subject matter. These Terms and Conditions may be supplemented by any other agreement you enter into with Pro-elearning pursuant to a registration to access certain features of the Website. The failure of Pro-elearning to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the other provisions of these Terms and Conditions remain in full force and effect.