

The DALE Foundation Product Agreement

Please carefully read these terms and conditions (the “Product Agreement”), the DALE Foundation Terms of Use (“Terms of Use”) and the DALE Foundation Privacy Policy (the “Privacy Policy”) (collectively, the “Agreement”), as use of a DALE Foundation course or other product (each a “Product”) constitutes your acceptance of the terms of this Agreement. If you do not agree to the terms of this Agreement, then you may not access or use any Product. You represent and warrant that you have the legal authority to bind yourself to the terms of this Agreement. You acknowledge and agree that you have read and are hereby bound by this Agreement and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Products. “Learner” means you, as the person using the applicable Product. “Purchaser” means the person or entity that purchased the right to use that Product. Learner hereby agrees to the following:

LEARNER UNDERSTANDS THAT THE INFORMATION, TEXT, PHOTOS, DIAGRAMS AND OTHER MATERIALS CONTAINED IN THE PRODUCTS (INCLUDING CONTENT PROVIDED BY THE DALE FOUNDATION’S AFFILIATES AND LICENSORS) (COLLECTIVELY, THE “PRODUCT CONTENT”) IS PROVIDED ONLY AS AN EDUCATIONAL RESOURCE. THE DALE FOUNDATION DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE PRODUCTS OR PRODUCT CONTENT. PRODUCT CONTENT MAY BE OUT OF DATE AT ANY GIVEN TIME AND THE DALE FOUNDATION IS UNDER NO OBLIGATION TO UPDATE IT. THE PRODUCT CONTENT IS NOT INTENDED AS, AND SHOULD NOT BE CONSTRUED AS, LEGAL ADVICE. ADHERENCE TO ANY INFORMATION OR SUGGESTIONS CONTAINED IN THE PRODUCT CONTENT IS AT YOUR OWN RISK AND DOES NOT ENSURE COMPLIANCE WITH ANY FEDERAL OR STATE LAWS, RULES OR REQUIREMENTS THAT MAY APPLY TO YOU. THE DALE FOUNDATION RECOMMENDS THAT YOU SEEK THE ADVICE OF LEGAL COUNSEL REGARDING SUCH LAWS, RULES AND REQUIREMENTS.

Learner understands that the DALE Foundation, its affiliates and licensors are the sole and exclusive owners of all right, title and interest in and to the Products and all Product Content, including all intellectual property rights, and that, except as expressly set forth in this Agreement, all rights relating to the Products and Product Content are expressly reserved by the DALE Foundation, its affiliates and licensors.

In consideration for Purchaser’s payment of the applicable fee for a Product and subject to Learner’s compliance with this Agreement, Learner understands and agrees that the DALE Foundation is granting Learner a non-exclusive, limited license to use that Product solely for Learner’s personal, non-commercial use. Learner will not copy any Product Content or provide any Product Content to other individuals or organizations, nor will Learner use the Products or any Product Content to create their own review product or for any other purpose whatsoever. Learner further agrees not to provide their login and password to anyone. Learner understands that the DALE Foundation will strictly enforce its proprietary rights in the Products and Product Content and that Learner may face legal action if Learner breaks any term or condition of this Agreement, in addition to suspension or termination of Learner’s access to the Products. Learner further acknowledges and agrees that the DALE Foundation may suspend or terminate access to the Products at any time in its sole discretion.

Learner understands that, with respect to Products that are continuing education courses, the DALE Foundation will award Learner the continuing education credits specified in the course description upon successful completion of the post-course assessment. Learner understands that they are responsible for printing the verification of participation, and that only Learner’s name, as the DALE Foundation registered user, will be printed on the verification of participation.

Learner understands that the fees for use of the Products are nonrefundable, and payment of the fees provides Learner with online access to each Product solely for the duration of the access period stated in the applicable Product description, starting with the date that Purchaser’s payment for that Product is processed by the DALE Foundation (the “Access Period”). Learner acknowledges that it can take the DALE Foundation up to one (1) business day to process payment and email course login information.

Purchaser may purchase Product license extensions in order to extend the Access Period for a Product; provided, however, that Learner may receive credit for completing a course only once. If Learner has already completed a course, the original date of completion will be retained and will be displayed on the verification of participation whether or not the Access Period is extended.

LEARNER UNDERSTANDS AND AGREES THAT EACH PRODUCT, INCLUDING ALL PRODUCT CONTENT, IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DALE FOUNDATION, ITS AFFILIATES AND LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LEARNER UNDERSTANDS AND AGREES THAT THE DALE FOUNDATION, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION CONTAINED IN THE PRODUCTS AND DO NOT WARRANT THAT ANY PRODUCT WILL MEET THE REQUIREMENTS OF LEARNER, THAT ACCESS TO THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN ANY PRODUCT WILL BE CORRECTED. IN NO EVENT WILL THE DALE FOUNDATION, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DECISION MADE IN RELIANCE ON ANY PRODUCT CONTENT.

THE TOTAL LIABILITY OF THE DALE FOUNDATION, ITS AFFILIATES AND LICENSORS ARISING OUT OF THIS AGREEMENT AND USE OF A PRODUCT WILL BE LIMITED TO THE FEES PURCHASER PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT WILL THE DALE FOUNDATION, ITS AFFILIATES OR LICENSORS BE LIABLE TO PURCHASER, LEARNER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR OTHER DAMAGES WHATSOEVER, INCLUDING PROPERTY DAMAGE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA, OR LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR USE OF ANY PRODUCT OR PRODUCT CONTENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS), EVEN IF IT OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LEARNER UNDERSTANDS THAT SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO PURCHASER OR LEARNER. IN SUCH EVENT, THE DALE FOUNDATION’S TOTAL CUMULATIVE LIABILITY TO PURCHASER, LEARNER AND ANY OTHER PARTIES WILL BE THE MINIMUM AMOUNT PERMITTED BY LAW.

Purchaser and Learner have read and understand the system requirements described in the Course FAQs at www.dalefoundation.org and are solely responsible for obtaining all services and equipment necessary to access and use the Products and paying all usage and other charges associated therewith, including but not limited to telecommunications charges. Some of the foregoing services and equipment Learner obtains may be subject to terms that are different from or additional to the terms of this Agreement. Learner may be required to agree to such terms prior to use of such services and equipment.

Learner acknowledges and agrees that the Products may be delivered by email. Accordingly, Learner hereby consents to being contacted via email by the DALE Foundation regarding the Products or other DALE Foundation products in accordance with the Privacy Policy. Learner hereby grants permission to the DALE Foundation to share Learner’s account information, including but not limited to name, email address and course information, with its affiliates and third parties in accordance with the Privacy Policy. If Purchaser is purchasing the Products for someone other than themselves, Purchaser certifies that they have permission to provide Learner’s name and email address to the DALE Foundation.

This Agreement constitutes the entire agreement between Learner and the DALE Foundation governing Purchaser’s and Learner’s use of the Products. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the parties’ intent underlying the invalid, illegal or unenforceable provision. The DALE Foundation’s failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. waiver of such right or provision.

Learner agrees that the statutes and laws of the United States and the State of Illinois, without regard to conflicts of laws principles, will apply to all matters relating to Purchaser's purchase of and Learner's use of the Products and any litigation will be subject to the exclusive jurisdiction of the state or federal courts in Cook County, IL. Learner hereby consents and submits to personal jurisdiction of such courts and to extra-territorial service of process. Learner agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Products or this Agreement must be filed by Learner within one (1) year after such claim or cause of action arose or be forever barred. Learner further agrees that any disputes, claims and causes of action arising out of or connected with any Product and/or this Agreement will be resolved individually, without resort to any form of class action.

For any questions, complaints or claims regarding this Agreement or any Product, or for more information, please contact the DALE Foundation by email at email@dalefoundation.org. You may also contact us by telephone at 1-877-510-3253, or by post at the following address:

The DALE Foundation
Attention: Product Agreement
444 N. Michigan Ave., Suite 970
Chicago, IL 60611

This Agreement constitutes a binding agreement between Learner and the DALE Foundation. This Agreement is effective until terminated by Purchaser or Learner or the DALE Foundation. Learner acknowledges and agrees that the rights of Purchaser and each Learner to whom Purchaser has granted access to a Product under this Agreement will terminate automatically without notice from the DALE Foundation if Purchaser or that Learner fails to comply with any term of this Agreement. Upon termination of this Agreement, Purchaser and Learner will cease all use of the Products and Product Content and destroy all copies thereof. This Agreement is provided in English and the English version thereof will be valid, enforceable and binding.

ADDITIONAL TERMS

The following additional terms apply to the following categories of Products:

Practice Test Agreement

Learner understands that the DALE Foundation's practice tests are intended to help learners review for the corresponding DANB exams. The practice test questions were developed following DANB's Item Writing Guide and the exam blueprint for the corresponding DANB exam. Learner also understands the practice tests are a sample of possible topics to be tested, but do not address all possible topics found on the DANB exams.

LEARNER UNDERSTANDS THAT PRACTICE TESTS ARE NOT EQUIVALENT TO THE DANB EXAMS, THAT COMPLETING A PRACTICE TEST IS NOT THE SAME AS OR A SUBSTITUTE FOR PASSING A DANB EXAM, AND THAT DANB DOES NOT REQUIRE THAT ANY PRACTICE TEST BE COMPLETED PRIOR TO TAKING A DANB EXAM. LEARNER FURTHER UNDERSTANDS THAT COMPLETING A PRACTICE TEST DOES NOT GUARANTEE A PASSING SCORE ON THE DANB EXAM.