

Praxar - Terms of use

Praxar inc. (“Praxar”) is committed to providing the best interactive materials for the purpose of training students and managers, hereafter referred to as “participants”. To reach this goal, Praxar seeks to develop a constructive relationship with professors, trainers and their assistants, hereafter referred to as “instructors”. Praxar’s digital assets consist of simulations, documents, exercises and services, commonly referred to as “simulations”. The terms and conditions contained herein as well as the Praxar Privacy Policy are collectively referred to as the “Agreement”.

1. Declaration

By accessing Praxar.com and its simulations, instructors and participants agree to abide by the terms and conditions in this Agreement. From time to time, Praxar may change its content. Changes will become effective upon posting. Continued use of the simulations through a Praxar.com account constitutes acceptance of the terms of the modified Agreement.

2. Disclaimer of Warranties

Neither Praxar nor any of its licencees or distributors makes any representations or warranties with respect to Praxar’s simulations. Digital assets accessible through Praxar.com are provided for use “as is” and “as available”. To the fullest extent permitted by law, Praxar disclaims all warranties and conditions, as to whether its digital assets will be available or error free or whether any information they contain is accurate, complete, or current. It is the instructor’s responsibility to evaluate the accuracy and completeness of all materials accessible through the Praxar website.

In no event shall Praxar be liable for indirect, special, punitive or consequential damages. Praxar entire liability under the Agreement shall be limited to the amount paid for registration. All liability under the Agreement is cumulative and not per incident.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply.

3. Registration

Instructors

Simulations are offered free of charge to qualified instructors. Instructors may also request free registration for one or more assistants. To register for the first time or maintain their status, instructors may be required to demonstrate they are in a position to use the simulations for education and training. Generally speaking, being a faculty member at an academic institution guarantees registration.

Praxar reserves the right to determine which simulations instructors may access. Furthermore, Praxar may deny access to any or all its digital assets if in its opinion they are used in an

unwarranted manner. Login credentials (username and password) may not be shared with other instructors or students, or disclosed to third parties for any purpose whatsoever.

Participants

Participants are required to register individually to a single copy of a simulation. They normally make an individual payment before getting access to their simulation. In some cases, payment for licenses is made by a third party (college, university, company or other) but participants are nevertheless required to register individually.

Licenses that have not been activated on Praxar's website may be returned for reimbursement up to 2 months after purchase. Please write to service@praxar.com with information about your purchase.

Praxar may deny access to any or all its digital assets if in its opinion they are used in an unwarranted manner. Login credentials (username and password) may not be shared with other students or disclosed to third parties for any purpose whatsoever.

4. Ownership of Digital Assets

Unless otherwise noted, all digital assets at the Praxar.com website belong solely and exclusively to Praxar. Instructors and participants are granted a limited license to use simulations that is non-exclusive, personal, revocable and non-transferable. Instructors and participants also agree not to use the simulations in a manner that is unlawful or prohibited by the Agreement .

When such functions are available on the website, instructors and participants may download, print or reformat the materials as long as it is for educational purposes. Instructors may redistribute insubstantial portions of digital assets to registered participants in their classes. In no circumstances portions of the simulations may be distributed to anyone who is not registered at Praxar.com. Moreover, instructors or participants may not post digital assets to any website, newsgroup, mail list, homework site, content aggregator, file storage service or any other online destination.

If you have any question concerning the use of copyrighted materials, please contact us by using this address: service@praxar.com.

5. Availability of simulations

Praxar is partnering with reliable Internet Service Providers in order to let users access the simulations 24/7. In extreme circumstances which are beyond its control, Praxar may, with or without notice, restrict the use or accessibility of its website as well as limit the duration and amount of use made of its website.

Praxar may change or discontinue any portion, feature, or content of its simulations at any time with or without notice to instructors; however, Praxar will make reasonable efforts to give instructors notice of significant changes to its simulations when feasible and provide alternative materials if substantial portions of the website are removed.

6. Third-Party Websites and Contents

The Praxar Collection may offer links to third-party websites. This inclusion does not mean that Praxar endorses the contents of these websites, or that it should be liable for any damage caused in connection with contents on these websites. Likewise, this inclusion does not imply Praxar has received permission from the owners of the websites for inclusion of links. Praxar declines responsibility for accessibility to third-party websites.

7. User Content

In order to enhance the learning experience of users, the simulations contain functionalities that facilitate the exchange of messages and texts between participants and instructors. The simulations may also provide for instructors to upload their own content: documents, images, quizzes, etc. Praxar exercises no control over and proclaims no ownership of these contents. Its responsibility is limited to providing instructors the tools for monitoring such contents. In cases where abuse is reported and no action is taken by the instructor, Praxar reserves the right to disable these functionalities.

Instructor content will never be used for promotion by Praxar or made available to third-parties. Instructors should acknowledge that Praxar may under special circumstances be required by law to divulge any user content on its servers. User content remains on Praxar's servers for the duration of a training session, usually one academic semester or up to one calendar year. Afterward, some material is archived and some destroyed. Read our *Privacy Statement* to learn more about this process.

8. Support

Praxar understands that simulations and serious games require close contact with users. We have a strong commitment to providing instructors and participants with the best service possible. We offer two levels of support:

Participants – Praxar's guarantee access to simulations to all registered users. Many problems may occur during registration or later: improper payment, forgotten password, etc. Please use our email address to report any such problem. Identify yourself and your registration code before stating your problem. We answer promptly.

service@praxar.com

Instructors – We provide a full range of services to instructors: demos, presentations, training sessions, technical or pedagogical support, etc. Here's how to reach us:

In the United States and Canada:

1-855-455-0700 (toll-free from 8am to 5pm EST)

Elsewhere, write to:

service@praxar.com

For any information concerning this Agreement, contact us at:

service@praxar.com

Revised 2018-08-31