

Terms of Service

1. Acknowledgment and Acceptance of Terms

Advanced Training Systems LLC provides the website www.atstrainingsystems.com, www.atspretrip.com and any licensed Apps referred to as (the "Sites") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"). In addition, when using particular services on the Sites, you shall be subject to any posted guidelines or rules applicable to such services that may contain terms and conditions in addition to those in the Terms of Use. By using the Sites, you agree to the Terms of Use. If you do not agree, do not use the Sites.

We reserve the right to change the Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Sites and the Terms of Use periodically to learn of any modifications. Your continued use of the Sites after the posting of any modifications shall constitute your agreement to be bound by such modified Terms of Use.

We may modify, suspend, discontinue or restrict the use of the Sites, any portion thereof or any content at any time with or without notice to you.

2. Age Requirement

The Sites are provided for individuals age 13 years or older. If you are between the ages of 13 and 18, you should review the Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand the Terms of Use.

3. Content

All text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation (collectively, the "Content"), including but not limited to the design, structure, arrangement and "look and feel" of such Content, is owned by or licensed to us and is protected by copyright, trademark, and other intellectual property rights and laws.

Except as expressly provided in the Terms of Use, no part of the Sites and no Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted or otherwise distributed for public or commercial purposes.

4. Use of Sites

Your use of the Sites is subject to all applicable laws and regulations.

You may not:

- use any "deep-link", "page-scrape", "robot", "spider" or other automatic devices, program, algorithm or methodology, or any manual process to access, acquire, copy or monitor any portion of the Sites or any Content or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites;
- attempt to gain unauthorized access to any portion of the Sites or any Content, or any systems or networks connected to the Site, by hacking, password "mining" or any other illegitimate means;
- probe, scan or test the vulnerability of the Sites or any Content, or any system or network connected to the Sites;
- reverse look-up or trace any information of any other Sites user or visitor or otherwise use the Sites for the purpose of obtaining information of any other Sites user or visitor;
- use any device, software or process to interfere with, or attempt to interfere with, the proper working of the Sites or any Content, or any systems or networks connected to the Sites, or with any other person's use of the Sites; or
- use the Sites or any Content for any purpose that is unlawful or prohibited by the Terms of Use.

Any unauthorized use of the Sites or any Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

5. Use of Software

Any software that is made available via the Sites shall be governed by the terms of the license agreement that accompanies the software or is posted with the software download or at the Sites page where the software can be accessed; provided, however, if no such license agreement is made available, we grant you a revocable, worldwide, royalty-free, non-assignable, non-exclusive license to use the Software for your personal, non-commercial use in accordance with the Terms of Use. In the event of any inconsistency between the Terms of Use and any license agreement, the license agreement shall govern in relation to the software.

You may not decompile, reverse engineer or otherwise attempt to discover the source code of the software.

The software may automatically download and install updates from us from time to time. These updates are designed to improve, enhance and further develop the software and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit us to deliver these to you with or without your knowledge) as part of your use of the software.

6. Account Information

Certain features or services offered on or through the Sites may require you to open an account (including a username and password). You are responsible for taking all steps to ensure that no unauthorized person shall have access to your account or password. It is your sole responsibility to (i) control the dissemination and use of your account and password; and (ii) promptly inform us of any need to deactivate an account or password. We are not liable for any harm related to the theft of passwords, or your disclosure of passwords. You shall immediately notify us of any unauthorized use of your account or password or any breach of confidentiality. You are solely responsible for any damage resulting from the use of your account and username. You may not use your account or password to breach security of another account.

7. Privacy

Our Privacy Policy applies to the use of the Sites and its terms are made a part of the Terms of Use by this reference. To view our Privacy Policy, click [here](#).

8. Disclaimer of Warranties and Limitation of Liability

THE SITES AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT.

YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITES OR ANY CONTENT IS TO STOP USING THE SITES OR ANY SUCH CONTENT. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS (our "AFFILIATES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SITES OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

9. Termination and Indemnity

You agree that we may, at any time, and at our sole discretion, terminate your account or suspend or prohibit your access to the Sites without prior notice to you for violating any of the Terms of Use or for any other reason whatsoever.

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fee) made against us by any third party due to or arising out of your use of the Sites.

10. User Submissions

If you make any submission to us, you agree that you will not send or transmit any communication or content that: (i) is defamatory, indecent, harassing or otherwise objectionable; (ii) infringes or violates any rights of any party; or (iii) contains a virus or corrupted data.

All e-mail and other correspondence that you submit to us shall become our sole and exclusive property.

If you submit any business information, idea, concept or invention to us, such submission shall be considered: (i) non-confidential; and (ii) our sole and exclusive property. We will have no obligation of any kind with respect to the submission, and we will be free to use or further transmit such submission for any purpose.

11. Links

We may provide links to third-party webSites. We do not recommend or endorse the content of any third-party websites. We are not responsible for the content of linked third-party webSites and we do not make any representations or warranties regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites.

12. Notices

We may send you notice with respect to the Sites by sending an email message to the email address listed in your account, by sending a letter via postal mail to the contact address listed in your account, or by posting on the Site. Any notices will be deemed delivered to the party receiving such communication: (i) one business days after deposit with an overnight carrier; (ii) three business days after mailing date if sent by postal mail; (iii) the date of transmittal if sent via email; or (iv) the date we post the notice to the Site.

13. Governing Law, International Use

The Terms of Use will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Pinellas County, Florida, and waive any objection to such jurisdiction or venue.

Although the Sites may be accessible worldwide, we make no representation that materials on the Sites are appropriate or available for use in locations outside the United States, and accessing the Sites from territories where its use is illegal is prohibited.

14. Entire Agreement

The Terms of Use represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. The Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

15. Waiver

Any failure by us to enforce or exercise any provisions of the Terms of Use shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

16. Attorneys' and Accountants' Fees

In any action to enforce the Terms of Use, the prevailing party shall be entitled to attorneys' and accountants' fees and costs.

PRIVACY POLICY

Advanced Training Systems LLC (“us” or “we”) is committed to protecting your online privacy. This Privacy Policy discloses the privacy practices for the www.atstrainingsystems.com, www.atspretrip.com and all Applications provided by us (our “Sites”). We encourage you to read this Privacy Policy carefully to learn what information we collect from you and how we use that information.

1. Information We Collect

We collect two types of information about users: personally identifiable information (“personal information”), and non-personally identifiable information (“non-personal information”).

Personal information is information that identifies a specific user. When you engage in certain activities that we make available on our Sites, such as submitting or posting content, purchasing an App, we may ask you to provide certain personal information, such as your name, age, state location, and email address. While you can choose whether to engage in any such activity, if you do not provide the required information, you will not be allowed to engage in that activity.

Non-personal information is information that does not identify a specific user. This type of information may include things like the Uniform Resource Locator (“URL”) of the webSites you visited before and after coming to our Sites and your Internet Protocol (“IP”) address. We and our authorized third-party service providers and ad servers may automatically collect this information when you visit our Site, as described in more detail below.

2. How We Use the Information We Collect

We use the information we collect in the following ways: For purposes for which you provided the information, such as to send you emails that you have requested;

- To send you email notifications about our products and services and special offers;
- To enhance the operation of our Sites and allow us to personalize content and advertising;
- To troubleshoot and accomplish other administrative tasks;
- To analyze our user base and usage trends; and
- To enforce our Site Terms of Use and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities.

3. Sharing of Your Personal Information

Except as set forth in this Privacy Policy, we will not share your personal information with other parties unless you opt-in to having your information shared with a party that is not affiliated with us.

- **We may share your information with Third-Party Service Providers.** We may provide some of our services and products through third parties. These third-party service providers perform functions on our behalf, like sending out our administrative and promotional emails or providing customer service. We may share personal or non-personal information with such service providers to send emails, administer contests you enter, provide customer service, and troubleshoot. In the case of personal information, the service providers will have access to your personal information solely for the purposes of providing such limited functions to us or on our behalf.
- **We may share your information in a Business Transfer.** As with any other business, we could merge with or be acquired by another company. If this occurs, the successor company would acquire the information we maintain, including both personal and non-personal information. However, all of your information would remain subject to this Privacy Policy.
- **We may share your information for Our Protection and the Protection of Others.** We may share personal and non-personal information when we believe release is appropriate to comply with the law; enforce this Privacy Policy, our Site Terms, and Conditions or other agreements; or protect the rights, property or safety of our Site, its users or others.

4 Cookies and Other Tracking Devices

To facilitate and customize your experience with our Sites, we may place cookies on your computer. A cookie is a small text file that is stored on a user's computer that stores non-personal information about that user. We use cookies to save you time while using our Site and remind us who you are. Most browsers automatically accept cookies, but you may be able to modify your browser settings to decline or delete cookies. Please note that if you decline or delete these cookies, some parts of our Sites may not work properly.

We may use a third-party analytic company to track and analyze non-personal usage information. In addition, we may use third-party advertising companies to serve ads when you visit our Site. These companies may place cookies on your computer in order to deliver targeted advertisements. If you would like to opt-out of such collection by our third-party analytic contractor, please visit <https://www.apple.com/privacy/> or http://www.google.com/privacy_ads.html. If you would like to opt-out of such collection by third-party advertising servers that are members of the Network Advertising Initiative, please visit http://www.networkadvertising.org/consumer/opt_out.asp.

We may use other industry-standard technologies like pixel tags and other web beacons to track your use of our Site. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Site or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, pixel tags and web beacons generate a non-personally identifiable notice of that action. Pixel tags allow us to measure user volume and behavior and permit us to measure the performance of our promotions.

5. Security of Personal Information

We take security seriously and take numerous precautions to protect the security of your personal information. Your personal information resides on a secure server that only selected personnel and contractors have access to. We encrypt certain sensitive information using Secure Socket Layer (SSL) technology to ensure that your personal information is safe as it is transmitted to us.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with companies which do the same, we cannot guarantee the security of any information transmitted to or from our Sites and are not responsible for the actions of any third parties that may receive any such information.

6. Links to Other Sites

We may make content or services from other Sites available to you from links located on our Site. These other Sites are not subject to this Privacy Policy. We recommend that you review the privacy policy at each site to determine how that site protects your privacy.

7. Miscellaneous Privacy Issues

Children. Minors under the age of 13 may not use our Site. We do not collect or maintain information from anyone known to be under the age of 13, and no part of our Site is designed to attract anyone under the age of 13.

Public Areas. If you disclose personal information in any discussion forums or other public areas on our Site, that information can be read, collected or used by others to send you unsolicited messages or for other purposes. This Privacy Policy does not apply to such information. If you do not want your comments to be viewed by third parties, do not make any such submissions.

Notice of Privacy Rights to California Residents. California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act (the "Act") and the California Business and Professions Code. As required by the Act, we will provide you with the categories of personal information that we collect through our Sites and the categories of third-party persons or entities with whom such personal information may be shared for direct marketing purposes, at your request. California law requires us to inform you, at your request: (1) the categories of personal information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; (3) examples of the products marketed by those companies. California law further requires us to allow you to control who you do not want us to share the foregoing information with. To obtain this information, please send a request by email or

standard mail at the address found below. When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share. The request should be sent to the attention of our legal department and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your personal information or requesting this notice.

8. Changes to Privacy Policy

We reserve the right to change this Privacy Policy from time to time by posting the revised Privacy Policy in the "Privacy Policy" section of our Site. You acknowledge that it is your responsibility to review our Site and the Privacy Policy periodically to learn of any modifications. Your continued use of our Site after the posting of the revised Privacy Policy shall constitute your acceptance of the revised Privacy Policy.

9. Contacting Us

If you have questions or concerns about this Privacy Policy, please contact us via email at legal@atstrainingsystems.com.