



## **INTRODUCTION**

Courses: Listrom & Associates, LLC., whose corporate office is located is at 2301 SW Moundview Drive, Topeka, Kansas 66614, is a provider of security officer training courses and related materials and products ("Courses"). Courses are delivered via the worldwide web ('the Web'). Courses may be tailored ("Tailored Courses") or standard ("Standard Courses").

Course Details: Details of the Courses available from Listrom & Associates, LLC. are set out on the Website ([www.ListromCorp.com](http://www.ListromCorp.com)), as defined below.

Terms apply to all Courses: The following terms and conditions ("these Terms") shall be incorporated into all agreements for the provision of Courses by Listrom & Associates, LLC.

## **YOUR ACCEPTANCE OF THESE TERMS**

Acceptance: By registering to use the Website or by otherwise agreeing to be supplied with the Courses, you agree to be legally bound by these Terms, and that your use of the Website and the Courses will be on these Terms alone.

Amendment: Listrom & Associates, LLC. reserves the right to change these Terms from time to time. You are responsible for regularly reviewing these Terms and any amended terms posted on the Website or otherwise notified to you. Your continued use of the Website and/or the Courses constitutes your agreement to these Terms as amended. Listrom & Associates, LLC. will be bound by any amendment to these Terms only to the extent that such amendments have been approved in writing by a Director or the Company Secretary of Listrom & Associates, LLC.

## **PRICE**

Price List & Changes: Except as otherwise expressly agreed by Listrom & Associates, LLC. in writing, the price of each Course shall be the price listed in Listrom & Associates, LLC.'s published price list current at the date of purchase (subject to any volume discounts set out in the price list). Save as otherwise expressly stated by Listrom & Associates, LLC., the listed price excludes VAT. The price of each Course is subject to change at any time at Listrom & Associates, LLC.'s sole discretion prior to the date of purchase. You must check the Website or other published price list for the current prices before ordering any Courses.

Quotations: Quotations for Tailored Courses are given on the basis of reasonable assumptions about costs. Notwithstanding any quotation, Listrom & Associates, LLC. may increase the invoiced price of Tailored Courses in proportion to the difference between assumed costs and the actual costs (whether direct or indirect) incurred by Listrom & Associates, LLC. in the development, production or supply of the Tailored Courses up to the date on which they are presented or delivered. All quotations for the supply of Tailored Courses shall be valid for thirty (30) days from the date of the quotation by Listrom & Associates, LLC. Listrom & Associates, LLC. reserves the right to alter prices after this date without giving prior notification.

## **PAYMENT**

Time of Payment: Payment for all Courses shall be made prior to Delivery of the Course in question.

Method of Payment: Payment for all Courses shall be made in US dollars via PayPal ([www.paypal.com](http://www.paypal.com)) or major credit card.

## **ACCEPTANCE & CANCELLATION OF ORDERS**

Offer and Acceptance: Neither the Website nor the Listrom & Associates, LLC. price lists constitute legally binding offers: Listrom & Associates, LLC. is under no obligation to accept your order for an On-Line Course or any other Course. Acceptance of your order shall take place only when Listrom & Associates, LLC. dispatches its acceptance of your order to you.

## **INTELLECTUAL PROPERTY RIGHTS**

Ownership: Listrom & Associates LLC. or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trademarks, patents, and designs (whether registered or unregistered) in and to all Course Materials. You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the Website and/or the Courses or any Course Materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

Limited License: Except as otherwise expressly stated on the Website or in the Course Materials, the Courses, and the Course Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Course Materials and/or the Website is strictly prohibited without the express prior written consent of Listrom & Associates, LLC..

Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to Listrom & Associates, LLC..

## **USE OF THE WEBSITE AND COURSES**

Computer System: You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Courses and/or the Website, is compatible with the Courses and/or the Website and is capable of running the Courses and/or the Website content. You must not attempt to interfere in any way with the proper working of the Website and/or the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.

Course Changes: Listrom & Associates, LLC. reserves the absolute right to update, alter, suspend or discontinue any aspect of the Courses and/or the Website including your use of and/or access to it.

## **USER REGISTRATION**

Registration: In order to access and use the Website and/or the Courses, you are required to complete the Registration Form at [www.ListromandAssociates.com](http://www.ListromandAssociates.com). The information requested to be provided on the Registration Form must be current, complete and accurate. Registration is subject to acceptance or refusal by Listrom & Associates, LLC. at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and/or the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify Listrom & Associates, LLC. immediately of any unauthorised use of your password or any other breach of security regarding the Website and/or the Courses that comes to your attention. Listrom & Associates, LLC. will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by Listrom & Associates, LLC. as a result of someone else using your password or account.

## **INDEMNITY**

You agree to indemnify Listrom & Associates, LLC. in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by Listrom & Associates, LLC. as a result of or arising in any way from a claim by a third party which results from any breach by you of the provisions contained in these Terms.

## **WARRANTIES & SERVICE EXCLUSIONS**

Warranties: LISTROM & ASSOCIATES, LLC. warrants that the Courses and the Website shall be provided with reasonable skill and care by qualified and experienced consultants, and that the Course Materials will be of satisfactory quality and compliant with any sample Course Materials supplied to you for approval. If you place an order for Courses having been given the opportunity to examine sample Course Materials, Listrom & Associates, LLC. shall be under no liability with regard to the Course Materials as supplied unless such Course Materials are non-compliant with sample.

Uptime & Links: Listrom & Associates, LLC. will endeavour to make the Website and the Courses available but cannot guarantee that the Website and/or the Courses will operate continuously or without interruptions which could affect use of the Website and/or the Courses. The Courses and/or the Website may provide links to other websites, which are not under the control of Listrom & Associates, LLC.. Listrom & Associates, LLC. shall not be responsible in any way for the content of any such other websites. You acknowledge that Listrom & Associates, LLC. provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by Listrom & Associates, LLC..

Changes to Courses: Listrom & Associates, LLC. reserves the right to alter or cancel any Course or location prior to Delivery of that Course.

Service Exclusions: The Website and/or the Courses are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither Listrom & Associates, LLC. nor any other Listrom & Associates, LLC. entity accepts any responsibility or liability for any loss that may arise from reliance on information contained on the Website and/or in the Courses.

Limited Warranties: The above warranties are Listrom & Associates, LLC.'s only warranties and no other warranty or condition, express or implied, will apply to the supply of the Courses, the Course Materials, or any other matter covered by these Terms. No warranty is given that the Course Materials will be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these Terms.

## **LIMITATION OF LIABILITY**

Listrom & Associates, LLC.'s liability for:

- (a) Death or personal injury caused by the negligence of Listrom & Associates, LLC., its servants, agents, employees or subcontractors;
- (b) Any breach or contravention of the conditions implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (c) Fraudulent misrepresentation; or
- (d) Any breach of any implied term which cannot be excluded or limited.

Liability Exclusions: Listrom & Associates, LLC. shall not be liable to you or any third party for any loss of, damage to or costs in respect of:

- (a) Loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity, or
- (b) Loss of data, or
- (c) Indirect or consequential loss or damage

Regardless of whether any of the matters listed in (a), (b) and (c) above are foreseeable, known, foreseen or otherwise.

## **TERMINATION & ACCESS RESTRICTION**

Listrom & Associates, LLC. shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on the Registration Form), to cancel your registration and access to the Website and/or the Courses if you are in breach of any material term of these Terms. Listrom & Associates, LLC. Limited reserves the right, in its sole discretion, to suspend your registration and/or access to the Website and/or the Courses at any time without notice.

Address for Notices: Notices to Listrom & Associates, LLC. should be sent to [toni@listromcorp.com](mailto:toni@listromcorp.com) or mailed to the following address:

Listrom & Associates, LLC.  
2301 SW Moundview Drive  
Topeka, Kansas 66614

Form of Notices and Time of Receipt: Notices to you may be sent to you either by e-mail or to the postal address set out on the Registration Form. Notice will be deemed received twenty-four (24) hours after e-mail is sent or three (3) days after the date of posting.