

Ceritified Staging Professionals Terms and Conditions

Last updated [April 11, 2018]

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity you and **Decorating Solutions (Niagara)Inc operating as Certified Staging Professionals (CSP)** concerning your access to and use of the **WWW.stagingtraining.com** website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto collectively to the "Site. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by **Decorating Solutions (Niagara) Inc** and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States and Canada, foreign jurisdictions, and international conventions. Except

as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Only Graduates, who are members in good standing, are permitted to display the CSP Logo either for branding purposes on their websites, marketing materials and promotional pieces.

All materials and information are to be used only for the purpose in which they are provided by Decorating Solutions (Niagara) Inc. and its subsidiaries..

USER REPRESENTATIONS

By using the Site , you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; You will not access the Site through automated or non-human means, whether through a bot, script or otherwise; You will not use the Site for any illegal or unauthorized purpose; and your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PRODUCTS

[We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products.] All products are subject to availability and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

PURCHASES AND PAYMENT

We accept the following forms of payment: **Cheque, credit cards, Paypal and E transfers**. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the

price of purchases as deemed required by us. We may change prices at any time. All payments shall be in the currency of the country that you reside.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Cancellation/ Rescheduling Policy

The initial booking fee is not refundable. Except for the following: Full refunds will be given in the event (for whatever reason) Decorating Solutions (Niagara) Inc, CSP cancels the event. The registrant will have the choice to transfer to another course location/Date or receive a full refund. Refunds will be made by cheque and mailed to the person named on the registration form. Applicants may reschedule their event one month in advance at no further costs. If the applicant reschedules later than one month prior to the event then a fee may be levied.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site,

including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.
25. [other]

Course Content and Course Fees:

Decorating Solutions (Niagara) Inc, CSP and it's subsidiaries reserve the right to change and/or modify the programs, process and content to suit market conditions. In a situation that a suitable property cannot be secured for training purposes. Alternative arrangements may be made and/or additional classroom training will be substituted.

Tuition Fees include 3 day instructional training and materials, one year access to the CSP Resource Center, one year subscription of the Staging Magazine, Five page presence on Find The Stager directory plus one year use of the CSP Logo .

Full course fee is required prior to attending and course. Course fees do not include meals, accommodations or transportation. A payment agreement may be an option only if the applicant supplies, bank information, credit card information, drivers license . The payment agreement must be approved by management prior to registration.

Exams

Failure to complete the Day One and/or Day two exams will prevent the applicant from attending the Day 3 Practical staging experience.

The applicant must attain a mark of 75% overall in order to be certified. Failure to attain this mark the applicant must write another exam

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.]

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and

creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of [name of state] applicable to agreements made and to be entirely performed within the State/Commonwealth of [name of state], without regard to its conflict of law principles.

DISPUTE RESOLUTION

Option 1: Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in [name of county] County, [name of state], and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than _____ years after the cause of action arose.

Option 2: Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least _____ days before initiating arbitration. Such informal negotiations commence upon written notice from one

Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. [If such costs are determined to be by the arbitrator to be excessive, we will pay all arbitration fees and expenses.] The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in [name of county] County, [name of state]. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in [name of county] County, [name of state], and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than _____ years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

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CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO [THE LESSER OF] [THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE [_____] MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING [OR] [\$_____]. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE

DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.]

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CSP® & CCSP® LICENSE AGREEMENT For The USE of LOGO

This Agreement is made between Decorating Solutions(Inc) DBA CSP International™ Business Training Academy and the undersigned Certified Staging Professional (Licensee),

and is made with reference to the following facts:

Christine Rae and CSP International™ is the owner of the CSP® and CCSP® Logos as indicated on the StagingTraining.com website and below.

You, as the Licensee, wish to display the Mark on your business cards, email signature and professional website. You, as the Licensee, are a graduate of the program, a CSP staging specialist in good standing of the CSP International™ Staging Academy (membership is current).

The CSP® logo may be reprinted and used by you as a CSP credentialed individual as defined by the current CSP/CCSP policy.

You **may not use the logo or credential** if your membership lapses or is revoked. The right granted to you in this Agreement shall be non-divisible and not transferable

The EFFECTIVE DATE of this Agreement is the date on which the Agreement is accepted and executed by you, the Licensee..

CSP International™ & Christine Rae hereby grants you, the Licensee the limited right to use the CSP Logo as specified in this document. Except for the specific rights as granted and designated in this document, CSP reserves and retains all rights of any nature in and to the Mark. You, the licensee may display the Mark on business cards, email signature and professional website. The Mark is not to be displayed in any manner which suggests the endorsement or approval of Licensee or its products or services by CSP International™. Utilizing language or graphics, in conjunction with the logo which discredit or intend to defame the intent of the logo or CSP in any way is strictly prohibited

The Mark, where and whenever displayed by you, the Licensee, shall be in direct correlation to your individual name, and shall be displayed in accordance with rules set forth by CSP. Example: Mary Brown, CSP. Bill Smith, CCSP.

When utilized in its electronic format, the Mark **must be hyperlinked** to your profile on <http://www.stagingtraining.com> The Mark may not be altered or modified in any way, including changing the default color, reversing the Mark, altering the text contained within the Mark, resizing the Mark by greater than +/-10 percent.

Display rules may be changed from time to time by CSP International, and you, the Licensee agree to comply in all respects with the amended requirements of such rules.

You, the Licensee must not exploit the CSP Logo, and you must conform to high ethical and commercially reasonable standards, within the industry and as per your Code of Conduct, in order to protect and preserve the good name, reputation, and goodwill of CSP and its interest in the Logo.

You, the Licensee must not use or permit the Logo to be used or be commercially exploited in any negative manner or in any manner that is contrary to public morals or which is deceptive, misleading, or reflects unfavorably upon the good name, goodwill, reputation, or image of CSP.

The limited right to use the CSP Logo is non-exclusive, and Christine Rae, and CSP International™ is free to grant others the right to use the CSP Logo on any product, material

or service, including those in competition with you, the Licensee.

Except as otherwise stated, this Agreement shall remain in full force and effect as long as you, the Licensee remain a certified professional in good standing of the CSP International™ Staging Business Training Academy.

However, if you, the Licensee fail to comply with any provision of the Agreement, CSP may terminate this Agreement, upon providing you with notice.

Such termination will be effective immediately.

This Agreement is in effect throughout all relicensing periods (annually renewed) and terminates automatically at the end of licensing.

CSP reserves the right to terminate this Agreement at any time, without cause, upon providing you, the Licensee thirty days' notice.

Upon termination of this Agreement for any reason, you, the Licensee shall immediately cease use of the Mark and further distribution of all materials bearing the Mark, and send verification to Christine@StagingTraining.com that you have done so.

Except as specifically stated herein, nothing contained in this Agreement shall be construed as an assignment or grant by CSP® to you, the Licensee of any right, title, or interest in or to the CSP® Logo or permission to register or assert ownership.

You, the Licensee promise not to take any action at any time to the detriment of CSP® right, title, and interest in the CSP® Logo. You acknowledge the CSP® exclusive right, title, and interest in and to the CSP® logo and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest.

You, the Licensee must not in any manner represent that you have any ownership in the CSP® logo and you acknowledge that use of the Logo does not provide you with any right, title or interest in the CSP® Logo.

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given: if mailed or emailed to the email address provided by you to CSP International™.

You, the Licensee agree to indemnify and hold harmless Christine Rae, CSP International, Decorating Solutions Inc, its respective officers, directors, agents and employees from and against any and all claims, loss, damage, injury and liability resulting from your (Licensee) use of the Mark, and to pay for all legal and other costs (including reasonable attorney fees) CSP International™ might incur in defending any such action.

Forum and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario, Canada and New York, USA, The venue for resolution, whether in court or otherwise, of any dispute between Licensee and CSP International™ that arises under or in relation to this Agreement shall be, to the maximum extent permitted by law.

It is understood and agreed by you, the Licensee that, due to the nature of the purposes and activities of CSP International™, its reputation and goodwill are extremely important. Therefore, any unauthorized use by Licensee of the Mark at any time will result in irreparable harm to CSP International. Therefore, notwithstanding any other provisions of this

Agreement, CSP International shall have an absolute right to an immediate injunction to enjoin the unauthorized use of the Mark and shall be entitled to reasonable attorney fees and costs incurred by obtaining said relief.

If requested by the CSP International™ you shall give CSP International™ samples of use of the CSP Logo. Licensee agrees to forfeit any and all right to use the CSP® Certified logo if CSP International™, in its sole discretion, determines that use of the logo is not in strict accordance with the terms and conditions of this license. Licensee will direct any questions concerning the use of the CSP® logo or the terms and conditions of this license to the CSP International™ by e-mail at Christine@StagingTraining.com .

This is the entire contract between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written.

BY USING THE MARK, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE CSP International™ PERMISSION TO USE THE MARK. ANY UNAUTHORIZED USE VIOLATES CSP® OWNERSHIP RIGHTS IN THE MARK AND IS STRICTLY PROHIBITED

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

[Corporate Name]

[Corporate Address]

[Corporate Phone Number]

[Corporate Fax Number]

[Email Address]

Christine Rae, CSP International™, CSP International™ Staging Business Training Academy, CCSP and CSP are the marks of the business incorporated as Decorating Solutions(Niagara) Inc and Decorating Solutions Inc.