

Registrants must click to agree to the following THX CERTIFIED PROFESSIONAL TERMS AND CONDITIONS before they are permitted to take any THX Certified Professional examination:

THX CERTIFIED PROFESSIONAL TERMS AND CONDITIONS

Checking the "I Agree" box displayed as part of the THX Certified Professional portal examination process evidences agreement to the following THX Certified Professional Terms and Conditions (the "Terms and Conditions"). These Terms and Conditions are entered into by and between you ("You" and "Your") and THX Ltd. ("THX"), a Delaware corporation with its principal place of business at 1255 Battery Street, Ste. 100, San Francisco, CA 94111, USA. If You do not agree with the terms and conditions herein, please do not check the box.

For and in consideration of the promises and covenants contained hereinafter, You agree as follows:

1. THX Certification.

- 1.1. Conditions to Attaining THX Certified Professional Status. In order to attain THX Certified Professional status, You must satisfy all of the following conditions:
 - 1.1.1. Register and make payment in full for the THX Course,
 - 1.1.2. Attend the THX Course,
 - 1.1.3. Sign and return these Terms and Conditions to THX,
 - 1.1.4. Within a month of the date supplied, pass THX's online examination with a passing grade within three (3) attempts on the THX Certified Professional portal, and
 - 1.1.5. Receive written confirmation from THX that You have met the requirements to qualify as a THX Certified Professional.
- 1.2. Once You have attained THX Certified Professional status, THX shall:
 - 1.2.1. Provide You with a certificate confirming his/her THX Certified Professional status,
 - 1.2.2. Grant You access to the Licensed Marks on the THX Certified Professional portal, and
 - 1.2.3. Post Your name and contact information (as provided/updated by You), including Your email address, company name, title, address, phone number, website url, certification level and year certified on the "Find a Certified Installer" section of the THX website, unless and until these Terms and Conditions are terminated or You opt-out.

2. **Term.** These Terms and Conditions are conditional upon and shall commence only upon Your satisfaction of all conditions for attaining THX Certified Professional status as set forth in Section 1.1 above (the "Effective Date"), and shall continue until terminated (the "Term").

3. **Limited License.** Subject to Your fulfillment of all conditions to attaining THX Certified Professional status as set forth in Section 1.1 above, THX grants to You a non-exclusive, nontransferable, limited license to reproduce the graphic representation(s) of the Licensed Marks identified above solely in connection with the promotion and advertising of Your training status during the Term and solely in accordance with the terms and conditions of these Terms and Conditions and the THX Logo and Trademarks Style Guide ("Style Guide") available through the THX Certified Professional portal, which THX may modify from time to time. THX does NOT grant You any right to use the Licensed Marks in advertisements for Your general business operations, in general business advertisements or promotional materials unrelated to home theater services, or to describe any employees, contractors or individuals other than those who have attained THX Certified Professional status. In addition, You are granted no rights to use any trademarks or logos of THX other than the Licensed Marks. You shall have no right to grant sublicenses to use the Licensed Marks. No rights or licenses, express or implied, are granted other than as expressly set forth above.

4. Your Obligations.

- 4.1. You will perform all of Your services ("Services") in good and workmanlike manner, and will be solely responsible for such Services. You shall ensure that all workmanship and materials at all times comply with all relevant codes, laws, ordinances, regulations, and all other requirements, standards or recommendations of all authorities having jurisdiction, control, inspection or other right to approve or disapprove the Services or the use to be made of the proceeds of the Services or over insurance connected with the Services, including but not limited to the city or county building department, the state housing authority, the fire marshal, The National Board of Fire Underwriters, the Health Department and OSHA. You will be solely responsible for obtaining all necessary permits to proceed with the Services. Services include, but are not limited to, all work that is a part of the project or is necessary to complete the applicable project and the incidental work and materials required, including, without limitation, clean up, replacement and restoration.
- 4.2. You shall at all times during the Term keep and maintain such insurance as will adequately protect You and all affiliated entities from claims which may arise or occur from and during the performance of Services.
- 4.3. You will use all efforts to ensure preservation of the brand and image of THX, and will not take any action that could negatively affect such brand and image, or tarnish THX's reputation in the industry and with consumers.

5. Trademark Usage.

- 5.1. Display of Trademark; Trademark Attribution. Display of the Licensed Marks in advertisements, marketing, and promotional material developed, placed, contracted, or paid for by You in any media must be in accordance with the Style Guide.
- 5.2. Improper Display. You may not display the Licensed Marks in any manner inconsistent with the terms of these Terms and Conditions. You may not display the Licensed Marks in any manner which suggests or implies that Your general business operations are certified by THX. You may not display the Licensed Marks in any manner which suggests that the parties hereto are related in any manner other than as set forth in these Terms and Conditions. If You wish to display the Licensed Marks in combination with other trade names, trademarks or symbols, You must do so in a way which clearly distinguishes the Licensed Marks as the property of THX and in accordance with the requirements of the Style Guide.
- 5.3. You, during the Term and thereafter, agree not to use the Licensed Marks in any way which might endanger THX's right in, and ownership of, the Licensed Marks, or tarnish the reputation or image of THX in the marketplace and with consumers and business partners. You further agree that You will not file any application for the registration of the Licensed Marks in any country and that it will not use or file any application for registration in any country of any mark, symbol or phrase, in any language, which is similar to or may be confused with the Licensed Marks, and You agree not to challenge the validity of the

Licensed Marks at any time. Use by You of the License Marks shall inure to the sole benefit of THX and nothing herein shall be construed as a grant to You of any ownership rights in or to the Licensed Marks.

6. **Termination.** These Terms and Conditions may be terminated for convenience by either party immediately upon written notice to the other party. Upon termination of these Terms and Conditions for any reason:
 - 6.1. All licenses and rights granted to You pursuant to these Terms and Conditions will terminate, and You shall no longer refer to Yourself as THX Certified.
 - 6.2. You shall immediately return tangible copies of any IP to THX and destroy all THX marketing materials;
 - 6.3. You shall immediately: (a) cease using the Licensed Marks or any mark similar to the Licensed Marks, (b) remove all Licensed Marks from Your website, and (c) make no further use of or reference to the Licensed Marks and THX names, marks, or employees;
 - 6.4. No amounts previously paid by You to THX will be refunded or returned;
 - 6.5. The provisions of these Terms and Conditions with respect to indemnification, liability, governing law, jurisdiction, ownership and confidentiality provisions shall remain in full force and effect.
7. **Ownership.** You acknowledge that THX (together with its suppliers) is the exclusive owner of the Licensed Marks, plans, specification, processes, techniques, technical criteria, and equipment and/or systems included or described in the training materials provided by THX (the "IP"), and that the IP constitutes and includes valuable trade secrets of THX. You agree that You will not claim or assert any rights in or challenge the validity of the IP, nor shall You file any patent application covering the invention contained in, comprising, described in, relating to, or derived from the IP in any country.
8. **No Warranty by THX.** You acknowledge and agree that the Licensed Marks and training materials are being provided "AS IS." Because of the wide range of possible designs, because inherent and possibly inseparable limitations may exist in a particular design, because You are solely responsible for performing Your Services, and because numerous factors unknown to THX or beyond THX's control may affect particular home environments, THX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE LICENSED MARKS OR THE TRAINING MATERIALS/GUIDANCE PROVIDED TO YOU.
9. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THX BE LIABLE TO YOU UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER IN CONNECTION WITH A SINGLE OR MULTIPLE CLAIMS, FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, OR (B) DIRECT DAMAGES.**
10. **Indemnification.** You agree to indemnify and hold harmless THX, its parent, subsidiaries and/or affiliated companies and their officers, directors, employees, agents and representatives from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising from a breach of any of Your representations and warranties herein, or from the death or injury of any person, or from the damage or destruction of any work or properties, attributable to or resulting from Your performance of the Services, including but not limited to claims, demands, causes of action, losses, damages, liabilities, costs, liens, and expenses caused in whole or part by any negligent act or omissions of You, or of subcontractors of any lower tier, anyone directed or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Under no circumstances shall THX be liable for any of Your actions or omissions in connection with the Services, or any other actions or omissions of You in relation to these Terms and Conditions, or Your obligations hereunder.
11. **Confidentiality.** Except as otherwise expressly provided in these Terms and Conditions, You shall not use, copy or disclose, or authorize or permit the use, copying or disclosure of, any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity for any purpose unless THX otherwise agrees in writing and such third party has executed a written confidentiality agreement in form and substance acceptable to THX. "Confidential Information" means information of THX which is confidential or proprietary in nature, delivered or provided to You. You further agree to restrict the use of any Confidential Information to the minimal extent necessary to effectuate these Terms and Conditions. You agree to use Your best efforts to maintain all Confidential Information in the strictest confidence at to protect the confidentiality of all Confidential Information. Your obligations pursuant to this Section shall not apply to any Confidential Information which: (a) is or becomes publicly available or part of the public domain through no fault of You or of Your employees; (b) is rightfully received from a third party authorized by THX to receive such information without restriction; or (c) is the minimum amount required to be publicly disclosed in order to comply with a valid order of a court of competent jurisdiction, provided You give THX reasonable notice of such required disclosure, cooperates in any attempts by THX to legally prevent or limit such disclosure, and complies with the terms of any protective order which is entered with regard to such disclosure.
12. **Updates to the Terms and Conditions.** THX reserves the right, at our discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. The changes will be effective upon posting the amended Terms and Conditions on the THX Certified Professional portal. If the changes are major in nature, you may also be given additional notice, such as an e-mail message or messaging within the THX Certified Professional portal of any changes. You will be deemed to have accepted such changes by continuing to participate in the THX Certified Professional portal. THX may also revise other policies, codes or rules at any time, and the new versions will be available at www.THX.com. No amendment to the Terms and Conditions shall apply to any dispute of which THX had actual notice before the date of the amendment. Changes to the Terms and Conditions will always be prospective, not retroactive. If at any point you do not agree to any portion of the then-current version of our Terms and Conditions relating to your participation in the THX Certified Professional program, you shall immediately terminate your account and stop using the Licensed Marks. To the extent the Terms and Conditions conflict with any other THX terms, policy, rules or codes of conduct, the terms contained in these Terms and Conditions shall govern.
13. **Miscellaneous.**
 - 13.1. You may not assign these Terms and Conditions, in whole or in part, by operation of law or otherwise, without the prior written consent of THX. Any attempted assignment without such consent will be null and of no effect.

- 13.2. The language of these Terms and Conditions are English. If translated into another language, this English version of the Terms and Conditions shall be controlling. All notices, reports, consents, and approvals required or permitted to be given hereunder shall be written in English.
- 13.3. These Terms and Conditions shall be governed by the laws of the State of California, exclusive of its conflict of laws principles. Any dispute between the parties regarding these Terms and Conditions will be subject to the exclusive venue of the state and federal courts located in San Francisco County, California. The prevailing party in any legal action brought under these Terms and Conditions shall be entitled to collect its attorneys' fees from the other party.
- 13.4. Use by You of the Licensed Marks signifies completion by You of the training requirements established by THX, and nothing more. You acknowledge and agree that nothing in these Terms and Conditions shall be construed to place the parties in the relationship of partners, independent contractors or joint venturers and neither party shall have any right to obligate or bind the other in any manner. You agree that You will not hold Yourself out as an authorized agent with power to bind THX in any manner.
- 13.5. Notwithstanding anything to the contrary herein, no provision of these Terms and Conditions is intended or shall be construed to confer upon any person or entity other than THX and You any rights, remedies or other benefits under or by reason of these Terms and Conditions.
- 13.6. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, by certified mail, postage prepaid, return receipt requested, by facsimile confirmed by transmission log, or the day after delivery to a recognized overnight courier, to the addresses set forth above or, in the case of You, as updated in the THX Certified Professional portal.
- 13.7. These Terms and Conditions sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. Any additions or modifications to these Terms and Conditions must be made in writing and must be signed by the authorized representatives of both parties. If any provision of these Terms and Conditions is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible. Sections 5.3, 6-13 shall survive the termination or expiration of these Terms and Conditions.

Updated: November 21, 2016