

Terms & Conditions

The following describes the terms and conditions (“Terms & Conditions”) under which Services are provided by CDR Companies, LLC (“we”, “us”, “our”) through our websites, www.cdrassessmentgroup.com, or <https://cdr-tm.com/CDRManagementSystem/Portal/> or <https://coach.cdr-u.com/> (collectively, “the Site”).

By creating an account on the Site, receiving Services, or using the Site in any way, you (“you,” or “your”, which terms are inclusive of your officers, executives, employees, staff or other Authorized Persons of your business entity if your account is created for a business entity) are agreeing to these Terms & Conditions. Read the Terms & Conditions carefully; if you do not understand them, consult with an attorney before creating an account or using the Site.

1. **DEFINITIONS:** Whenever used in these Terms and Conditions, the following capitalized terms shall have the meaning set forth below:
 - A. **“Assessments”** means our current and any newly-created assessments of any kind produced as part of the Services provided and includes any component scales and any variations of such assessments or component scales.
 - B. **“Authorized Person”** means any person authorized by you to have access. You shall only assign each set of authorized user login credentials to a single participant.
 - C. **“CDR Intellectual Property”** means any and all intellectual property and other rights of us of any kind or nature, including, without limitation, any: (i) copyrights, trademarks, trade secrets trade names, domain names, designs and patents, and goodwill associated with trademarks, trade secrets, trade names, domain names, designs, and patents; (ii) ideas, know-how, approaches, methodologies, concepts, skills, techniques and process; (iii) moral rights, author’s rights, rights of attribution, and rights of publicity; (iv) rights to apply for registration or protection of such rights subsisting in the Deliverables; and (v) other industrial, proprietary and intellectual property-related rights anywhere in the world, that currently exist or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation, irrespective of whether possessed by us prior to provision of Services to you, or acquired, developed or refined by us as a result of the provision of such Services.
 - D. **“CDR Management System”** and **“CDR-U Coach”** mean any and all online platforms (including derivatives and successors) available from us and the features offered via such platforms incorporating administration, scoring, user management and Report management for Assessments. These Terms and Conditions are equally applicable to all such platforms.
 - E. **“Deliverables”** means those items containing Work Product, such as Assessments, Reports, evaluations or other tangible results of Services we provide to you.
 - F. **“Reports”** means the documents such as graphs and narrative text generated from Assessments and shall include but not be limited to reports used for individual and/or group selection and organizational development.
 - G. **“Services”** means all services agreed to and/or performed by us at your request, including but not limited to all processing, consulting, research and technology services.

H. **“Work Product”** shall mean all information, documents and copyrightable material, and other tangible and intangible materials authored and delivered by us in connection with the Services and included within the Deliverables, but excluding any CDR Intellectual Property. In addition, notwithstanding anything to the contrary contained herein, Work Product shall not include any CDR Intellectual Property embodied or subsisting in any of the following, existing currently or that hereafter come into existence: (i) all tools, inventories, scales, assessments, characteristics, composites, systems, algorithms, scoring keys, individual or collective assessment items/questions; (ii) any and all documents and other materials relating to any of the CDR Intellectual Property; (iii) any related reports created by us; or (iv) any trademarks, service marks, insignia, symbols, or decorative designs, trade names, domain names, and other symbols and devices associated with us or our products and services.

2. **REPRESENTATION OF AUTHORITY:** If you create an account on the Site for the use of a business entity or other legal entity, you represent that you have authority to act on behalf of, and to bind, that entity.
3. **ACCESS AND FEES:** Use of the Site is offered on the basis of fees paid to us, billed according to the Services you select. You agree to accept billing for all applicable charges for services while using the CDR Management System or the CDR-U Coach system. We reserve the right to change its prices without notice and shall not be liable to you or any third party for any change in pricing.
4. **REGISTRATION:** You must be 18 years or older and an actual human person to register an account—accounts created by “bots” or automated methods are prohibited. To register, you must provide a valid email address along with any other information required by us during the registration process.
5. **LICENSED RIGHTS:** Upon provision of access to Services, we grant to you a non-exclusive, non-transferable license to use the Assessments, Reports, Deliverables, CDR Management System and other software, applications or features of the Site. This license right becomes active upon the purchase of Services; your request for Services constitutes agreement to the terms and conditions herein.

Unless otherwise specified in these Terms and Conditions, all intellectual property rights, including but not limited to ideas, concepts, trade secrets, and copyrights, are and shall remain our property or the property of their respective owners (if owned by a third party). Neither you, nor your agents or employees, shall make any attempt to acquire any rights to said intellectual property aside from those expressly granted herein.

Services provided under these Terms and Conditions shall under no circumstances be considered “work for hire” or to otherwise imply any transfer of any intellectual property rights from us to you or any other party.

6. **OWNERSHIP OF WORK PRODUCT AND DELIVERABLES:** The parties agree that all Deliverables and Work Product contained therein shall become your property upon delivery thereof by us, acceptance by you, and full and complete payment by you of all associated fees for such Deliverables and/or Work Product. Except as otherwise expressly provided in these Terms and Conditions, no rights, title or interest to any CDR Intellectual Property is given to you; all such rights are hereby reserved by us. We further reserve the right to use any data If, by operation of the law of any jurisdiction, or otherwise, you or any third party claiming by or through you is deemed to or appears to own any property rights in any CDR Intellectual Property (other than the Work Product expressly assigned to you), you hereby assigns all right, title and interest in such property rights to us, and you shall, at our request, execute any and all documents necessary to confirm or otherwise establish our rights therein.
7. **NON-DISCLOSURE:** Through your use of the Site, you may gain access to confidential information used by us and our service suppliers, including but not limited to trade secrets, or other proprietary

intellectual property. You agree to take all reasonable steps necessary to protect the confidential information of the Site and to avoid the disclosure of any said confidential information to any third party. You agree that any disclosure of information that would cause irreparable harm to the owner of said confidential information and that monetary damages would be insufficient to provide an adequate remedy to said harm. Accordingly, without waiving any other rights or remedies which it may have, the owner of any confidential information shall be entitled to injunctive or other equitable relief to restrain the actual or threatened release of confidential information as well as any other relief a court may deem proper.

8. NO WARRANTY: We explicitly disclaim all warranties, implied or express, including the warranties of merchantability or fitness for a particular purpose, related to the use of the Site and the tools available through your access. All Services and Deliverables provided by us are provided on an “AS IS” basis. You are solely responsible for the determination of the accuracy of any information provided during use of the Site. We do not make any representation about the results, usefulness or compatibility with other products or software of those Services and/or products provided by us. Further, you are responsible for maintaining the security of your passwords and login information. We do not warrant or represent that the Site will be free of errors in code or applications or that it will not contain viruses and/or other harmful components.
9. LIABILITY AND INDEMNIFICATION: WE SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE. FURTHER, IN ANY CLAIM BROUGHT BY YOU WHATSOEVER, THE MAXIMUM VALUE OF THE CLAIM WILL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US.

You hereby agree to indemnify, defend and hold harmless us, our owners, principals, agents, consultants, contractors, officers and employees from any and all losses, claims, liabilities, court costs, damages or other expenses, arising out of your usage of the Site and the tools, products and software made available by us, out of your breach of these Terms and Conditions, or out of your violation of any applicable state, local or federal law or ordinance.

10. USAGE: You agree to use the CDR Management System and Services with professional competence and in a manner consistent with their intended use. Your use of Services for human resource, development and pre-employment screening implies that you have full and current knowledge of the Equal Employment Opportunity Commission Guidelines on Employee Selection Procedures and employment law or other regulations or laws applicable to your jurisdiction. You also agree that any purchase you make from us will be used by you or under your direct supervision and in a manner consistent with all professional, ethical, and regulatory guidelines or standards.

In any communications through the Site or made with other users of the Site, you promise to be respectful and courteous. Any harassment of another user is a violation of these Terms and Conditions. You agree not to post information subject to a copyright or other intellectual property law unless you are the owner of that intellectual property.

11. VIOLATIONS AND TERMINATION: If we determine in good faith that you have violated these Terms and Conditions, we reserve the right to suspend and/or terminate your account without refund. If your account is terminated for a violation of these Terms and Conditions, you shall not attempt to create a new account or to secure new access.
12. SURVIVAL: Sections 5, 6, 7, 8 and 9 will survive the termination or cancellation of these Terms and Conditions.

13. RELATIONSHIP OF THE PARTIES: The consent to these Terms and Conditions and the contractual relationship it creates is the only relationship between the parties. These Terms and Conditions do not create an employment relationship, a partnership, joint venture or any other form of legal relationship other than the one controlled by the express terms of these Terms and Conditions.
14. ASSIGNMENT, SUCCESSORS: The rights provided to you under these Terms and Conditions are personal and cannot be transferred or assigned. We reserve the right to transfer or assign our rights under this these Terms and Conditions.
15. NO WAIVER: Our failure to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by us. Such waiver of any breach or failure to enforce any of the Terms and Conditions at any time shall not in any way affect, limit or waive our right thereafter to enforce and compel strict compliance with every term and condition thereof.
16. GOVERNING LAW: These Terms and Conditions shall be construed and interpreted in accordance with the laws of the State of Texas and the United States of America. For purposes of jurisdiction and venue, the situs of execution and performance of these Terms and Conditions shall be deemed to be Fort Bend County, Texas.
17. RIGHT TO CHANGE TERMS: We reserve the right to change these Terms and Conditions by posting the new terms and conditions on the Site. By continuing to use the Site after new terms and conditions are posted, you agree to any modifications made thereto.
18. ENTIRE AGREEMENT: These Terms and Conditions along with our Privacy Policy contain the entire agreement between the parties. There are no other written or oral agreements.
19. CONTACT INFORMATION: For questions or comments about these Terms and Conditions or the Privacy Policy, please email us at: support@cdrcompanies.com.