Open Enrollment Participant Terms of Service

Effective as of January 1, 2019

Welcome to the Center for Creative Leadership (“CCL”). These Open Enrollment Participant Terms of Service (the “Terms”) set forth our mutual agreement as to your rights and responsibilities when you use and become a “participant” in the CCL Open Enrollment Program. Any references herein to “participant,” “you” or “your” refers to a registered participant in CCL’s Open Enrollment Program.

The following Terms are effective by and between Center for Creative Leadership and Open Enrollment Program participant(s):

The “CCL Services” are the services that CCL provides for our Open Enrollment Program participant(s), including without limitation:

1. leadership development courses and programs;
2. individual, team, organization, and community tools, assessments, and surveys (including without limitation, psychology and personality assessments, and 360-degree feedback tools); and
3. coaching.

CCL may deliver CCL Services in person or over CCL Websites and Mobile Apps.

“CCL Websites and Mobile Apps” include without limitation:

1. ccl.org, the myCCL service, and Internet Assessment System (IAS);
2. product blog sites (for example, toxicbosses.org, http://www.experiencedrivendevelopment.com, and www.ccl-explorer.org, and www.kicksomeglass.com);
3. any social media platforms used by CCL (for example, Facebook, LinkedIn, Instagram, Twitter, Pinterest, and YouTube); and/or
4. other partner websites or mobile apps that link to CCL Privacy Policy.

By using any of the CCL Services, you are agreeing to these Terms. You are also agreeing to comply with our CCL Community Rules.

In the course of providing CCL Open Enrollment Programs, CCL collects and processes your Personal Information, including Your Leadership Development Information. “Personal Data” is any information relating to an identifiable living person, including name and contact information. “Your Leadership...
**Development Information** is the leadership-development-related Personal Information identifiable to you that CCL collects and processes in the course of delivering CCL Services. Thus, your privacy is very important to us. We subscribe to the American Psychological Association standards, and our CCL Privacy Policy sets forth important information on how we collect, process, use and share your Personal Information and is incorporated by reference herein. CCL Privacy Policy complies with applicable data privacy laws and regulations, including but not limited to GDPR.

Please be assured that, unless you have consented to, we do not share Your Leadership Development Information with insurance providers, third-party marketers, or your employer (or school or other sponsor), even when such party engages CCL and pays for any of the CCL Services for your benefit. Also, we will not share Your Leadership Development Information with law enforcement unless compelled by valid legal process as described in our Privacy Policy. Any sharing of Your Leadership Development Information for primary research is governed by our Informed Consent for CCL-Led Research, which only applies if you expressly agree to participate.

Important Things for You to Understand When You Use Our CCL Services

- You always maintain ownership of your Personal Information, but we need the ability to use your Personal Information for the delivery of CCL Services and other purposes set forth in these Terms and our CCL Privacy Policy —and, if you agree, in our Informed Consent for CCL-Led Research.
- As we are constantly striving to improve the CCL Services that we provide you, your Personal Information may be used to enhance our existing user experience or to develop new products and CCL Services, based on CCL’s legitimate interest. Unless expressly stated otherwise, each new feature that we add to the CCL Services will also be subject to these Terms.
- You may at any time request that we delete your Personal Information and account, as described in our CCL Privacy Policy.

Our CCL Services are very diverse, so sometimes additional or separate terms may apply. Any additional terms will be specified with the relevant CCL Services, and those additional terms become a part of your agreement with us if you use those CCL Services. Separate terms may also apply to special offers or promotions, and if the rules of a promotion or special offer conflict with these Terms, those special terms will prevail. We are constantly changing and improving our CCL Services, and thus we may add or remove functionality or features from the CCL Services and we may suspend or stop a Service altogether. If you have any questions about these Terms or our CCL Services, please contact us. To help you to read these Terms, we have broken them down into the following sections:

1. **Eligibility to Participate in the CCL Services**
2. **Additional Terms for Supplemental CCL Services and Your Leadership Development Information**
3. **Your Use of the CCL Services**
4. **Seat Transfers and Cancellations for CCL Services**
5. **Content Used in the CCL Services**
1.) Eligibility to Participate in the CCL Services

Participant in CCL Services: You may, alternatively, sign up for training – or be signed up for training – by or through a third party such as one of our training partners, or your own employer. In any case, you are the user of CCL Services. You may need to create an account on a CCL website to use the CCL Services. To protect your CCL account, please keep your password confidential. You must provide accurate, complete and current registration information when you register.

By continuing to use the CCL Services and by activating an account, you represent and warrant that you are at least 18 years of age or older. In the event, the age of majority is less than 18 years of age (or 16 years old) in your country of residence, you represent and warrant that you are of legal age to enter into this Agreement.

The participant who is a minor: CCL Services are mostly intended for adults, but CCL also offers certain CCL Services to minors (generally, ages 8-18) in school and educational settings through CCL’s Societal Advancement division. By activating an account for, or submitting any Personal Information about, a minor, you represent that you are the minor’s parent or legal guardian or a school administrator with permission from the minor’s parent or legal guardian. You hereby explicitly consent to the collection and processing of Personal Information concerning such minor, and you represent and warrant that you have the authority to do so.

Supplemental CCL Services: As part of CCL Services, CCL may offer certain supplemental services (“Supplemental CCL Services”). These Supplemental Services include without limitation:

1. individual, team, organization, and community tools, assessments, and surveys (including without limitation, psychology and personality assessments, and 360-degree feedback tools);
2. coaching;
3. in-person evaluations, such as end-of-day or end-of-module reviews and feedback;
4. focus group discussions and interviews;
5. audio and video recordings and photos to assess and improve speaking skills and group discussion dynamics in meetings;
6. assessment of health (including ethnicity, medical history, and fitness);
7. analysis of blood or other biological samples; and/or
8. analysis of your social media content.

Your participation in Supplemental Services may lead to disclosure of special categories of data. “Special Categories of Data” is defined as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.

The types of personal and special categories of data that we collect may vary depending on the nature of the services that we provide to you or our client or how you use our website. In some instances, we might gather special categories of personal data about you because you volunteered, in order to accommodate your dietary needs such as meals preference or allergies or because we are required to as a result of legal requirements. Questions pertaining to your health and racial or ethnic origin may be asked. A response to the race and/or ethnicity question is optional and only encouraged if you reside in the United States and the results are used for U.S. Research only. You may also elect to share special categories of personal data in the course of group discussions or other segments of the services.

To the extent CCL processes special categories of data, CCL shall do so (i) if you have given us your explicit consent to process that data; (ii) we are required by law to process that data; (iii) the processing is necessary to carry out our obligations under employment, social security or social protection law; (iv) the processing is necessary for the establishment, exercise or defense of legal claims or; (v) you have made the data public.

Your consent shall not create any obligation on your part to participate in any segments of the program; you may opt out at any time and at your sole discretion. Please note however that if you decide not to consent to the processing of your special categories of personal data, when such processing is part of the purchased Services, or if you withdraw your consent during the course of the program, CCL may not be able to guarantee your participation in some segments of the program.

2.) Additional Terms for Supplemental CCL Services and Your Leadership Development Information

You acknowledge and agree that you always have the option to decline any particular segment of CCL Services, including any particular part of the Supplemental CCL Services. You understand and agree that when you choose to participate in any segment of CCL Services, including any Supplemental CCL Services, CCL may directly provide, or engage other entities to help provide, the applicable services, so long as such entities are under contractual obligations no less protective of your privacy and confidentiality than the contractual obligations under which CCL is bound to you. For example, CCL may:
• Engage coaches to provide one-on-one delivery and review of Your Leadership Development Information;
• Provide individual, team, organization, and community tools, assessments, and surveys (including without limitation, psychology and personality assessments, and 360-degree feedback tools), either directly or in cooperation with other assessment providers;
• Record and store audio, video, or photos, of you speaking or interacting with others, including with assistance from audio-visual technicians and production companies and photographers;
• Use your name and likeness, together with photos, videos, or audio recordings taken of you and/or your cohort of participants while participating in CCL Services, for any promotional or educational materials consistent with CCL’s mission, including but not limited to, academic exhibitions, publications, and advertisements;
• Analyze your speech, gestures or behaviors, including with speech and communication specialists and software analysis;
• Collect and review your responses to health (including ethnicity, medical history, and fitness) questionnaires and/or your performance in fitness tests and exercises, with assistance from health and fitness professionals;
• Collect your biological sample(s) with assistance from medical and laboratory professionals;
• Provide your biological sample(s) to partner companies, such as laboratories for analysis where such samples will be destroyed after use;
• Store Your Leadership Development Information in accordance with these Terms and the Privacy Policy;
• Allow the entities whom we engage to help us deliver CCL Supplemental Services to use Your Leadership Development Information to calibrate or validate assessments, instruments, equipment, or laboratory methods used in providing Supplemental CCL Services; and
• Use Your Leadership Development Information and other Personal Information as otherwise described in these Terms and the CCL Privacy Policy.

If you choose to download or otherwise obtain copies of Your Leadership Development Information, you are responsible for storing, securing and protecting that data. While CCL protects Your Leadership Development Information in our web and data systems, once you download or otherwise obtain that data, that copy will not be protected by our security measures. Your Leadership Development Information is for your personal leadership development use only, and should not be used for evaluating an individual's employment performance or selection for employment, promotion, reassignment or retention, or any other psychological, medical, or diagnostic purposes. Please be aware that some of Your Leadership Development Information may be in the form of raw or coded data that could be misinterpreted, especially in isolation and outside of the context in which it was initially collected and analyzed.

3.) Your Use of the CCL Services

Requirements for Using the CCL Services: In exchange for your access to the CCL Services, including any applicable Supplemental CCL Services, you agree:

• To comply with the CCL Community Rules;
• To comply with all applicable laws;
• Unless specifically authorized by CCL in writing, not to resell the CCL Services or to resell, reproduce or publish any licensed content that you receive from CCL for your use during any CCL Services;
• Not to circumvent, disable or otherwise interfere with security-related features of the CCL Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the CCL Services or the content therein, including with bots, crawlers, spiders, data miners, scraping or other automatic access tools;
• You are responsible for all usage and activity on the CCL Services made via your account; and
• You will contact us if you suspect your account has been breached or used without your authorization.

4.) Seat Transfers and Cancellations for CCL Services

Effective January 1, 2019, our refund policy will be changed as described below. Terms of our previous refund policy will be honored for all registrations made prior to January 1, 2019.

Transfers: Transfer requests must indicate the new date and/or new program the participant wishes to attend. One hundred percent (100%) of the full tuition is non-refundable if:

• The participant does not attend another program within six (6) months of the original program start date; or
• The participant transfers more than two (2) times.

Refunds: Any remaining balance of a cancelled program’s payment can be applied to another CCL program within six (6) months of the original program date. After six (6) months, the balance is non-refundable.

5.) Content Used in the CCL Services

CCL Content: The CCL Services contain photos, videos, documents, records, indexes of content, and other content that are owned by or are licensed to CCL. We refer to this content as “CCL Content.” All CCL Content is owned by or licensed to CCL and may be used only in accordance with these Terms. You may use the CCL Content only as necessary for your use of the CCL Services, and may download the CCL Content only as expressly permitted by CCL.

With respect to CCL Content, you agree:

• To keep all copyright and other proprietary notices on any CCL Content that you download or print; and
• Not to distribute, republish, or sell significant portions of any CCL Content.

Personal Information and User Provided Content: When you use the CCL Services, including without limitation, through CCL Websites and Mobile Apps, you provide us with different types of information. For an explanation of Personal Information and a description of the types of Personal Information you may provide to us, see our CCL Privacy Policy. You may ask us to delete your Personal Information as explained in our CCL Privacy Policy. CCL will not be able to print a duplicate report at a later date or include the data in group profiles that may be requested by you or your organization after the data is deleted.

In addition, you may provide us with information that is not considered Personal Information, such as a picture or story about leadership development generally (i.e. photo of an inspirational scene or an anecdote about a toxic boss or teamwork). In these Terms, we refer to this type of information as “User Provided Content.”.

With respect to User Provided Content, you agree that:
You are solely responsible for your User Provided Content;
You represent and warrant that you have all the necessary rights to share, upload, or post your User Provided Content and that your User Provided Content complies with the CCL Community Rules;
You will provide CCL, upon our request, with any documentation necessary to evidence your compliance with these Terms; and
Any User Provided Content that you have made public or shared (e.g. by including such User Provided Content as part of your profile in one of the CCL Services or in a public posting on one of our CCL Services) may be used by other users as part of, or in conjunction with, the CCL Services. We will not be required to remove any information or User Provided Content that appear on the profiles, comments, or posts of other users, when you have made such material public or have otherwise been shared with the relevant individuals in cohort groupings or otherwise through CCL Services.

CCL has no responsibility or liability related to User Provided Content. While we do not routinely monitor User Provided Content that is uploaded or posted to the CCL Services, we do reserve the right to do so and to use automated tools that monitor User Provided Content for violations of these Terms, including the CCL Community Rules. We reserve the right, but do not have the obligation, to remove or disable access to any User Provided Content that we believe violates these Terms, including the CCL Community Rules.

If you have concerns that User Provided Content posted by other users may infringe your rights, contain illegal material, or violate these Terms please contact us. We are also sensitive to the copyright and other intellectual property rights of others. For complaints regarding copyright infringement or illegal content, click here.

Additional User Information. You may voluntarily choose to provide additional information about yourself or your organization to CCL in response to our email surveys, or through the CCL Services (“Additional User Information”). Additional User Information does not include account, profile, payment, or usage details necessary to provide the CCL Services, or any User Provided Content. You may have the option to share your Additional User Information with other users. Any sharing of Additional User Information with third parties is governed by our Privacy Policy.

Ownership of Personal Information, Additional User Information, and User Provided Content: You own your Personal Information, Additional User Information, and User Provided Content, but we need certain consent from you to use that information and content. By using the CCL Services, you grant us the right to collect, host, transfer, process, analyze, communicate and store your Personal Information (including Your Leadership Development Information) and Additional User Information (under a specific consent) in order (a) to provide the CCL Services to you and other users; (b) for the purposes described in these Terms and our CCL Privacy Policy; (c) to help our users discover more about themselves and leadership development; and (d) for any other purpose to which you expressly agree, such as sharing with others. Also, by submitting User Provided Content through any of the CCL Services, you grant CCL a sub-licensable, worldwide, royalty-free license to host, store, copy, publish, distribute, provide access to, create derivative works of, and otherwise use such User Provided Content to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known
or hereafter developed or discovered. This includes the right for CCL to copy, display, and index your User Provided Content. CCL will own the indexes it creates. We will also have the right to continue to use your User Provided Content, even if you stop using the CCL Services.

**Copyright and Trademark Notice:** Each of the CCL Services is protected by copyright as a collective work or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The trademarks, service marks and logos contained in the CCL Services are owned by or licensed to us. CCL and our licensors retain title, ownership and all other rights and interests in and to all CCL Content in the CCL Services.

6.) Privacy, Security and Information You Submit

The information you provide to us, or we collect about you to create an account, use the website or our services will be processed in accordance with our Terms of Use and Privacy Policy. Personal data necessary for your registration and creation of your profile will be processed under contract (terms of service and registration page), in certain cases where special categories of data are collected, your explicit consent will be requested prior to processing. Based on our legitimate business interest, we may retrain Personal Information about you for product development (by analyzing your results to extract trends and needs in leadership training), research (by using your results to conduct statistical analysis on leaders’ behaviors), benchmarking and norms (by creating statistics integrating your assessments results), validation, trend analysis to improve or enhance our services. Published products or materials will only rely on aggregated data and will not identify you personally. To operate our global services, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. More specifically, CCL is based in the United States and maintains its servers in the United States, consequently the data of those using our services from regions outside the United States will be transferred to the United States for processing.

We do not sell, rent, lease, or provide your personal data to any third parties except if you specifically request, or agree to, it.

7.) Termination or Suspension of Your Account

We may limit, terminate, or suspend your access to the CCL Services without a refund if you breach or act inconsistently with the letter or spirit of these Terms or, the CCL Community Rules. In such a case, you will not be entitled to a refund of subscription/ account fees or the purchase price of the applicable CCL Services.

8.) Modifications to these Terms
We have the right to modify these Terms or any additional terms that apply to a CCL Service at any time, including to reflect changes to the law or changes to our CCL Services. We will notify you of any material changes by posting information through the CCL Services or via email. Such material changes will not apply retroactively and will become effective thirty days after they are posted, except that changes addressing new functions in the CCL Services or changes made for legal reasons will be effective immediately. Your continued use of the CCL Services after a change to the Terms will mean you accept the changes. If any changes are unacceptable to you, you may stop using the CCL Services and, if applicable, cancel your subscription or account.

9.) Warranty

While we hope you enjoy using our CCL Services, there are things we don’t promise about our CCL Services.

Except as expressly set out in these Terms, we provide the CCL Services and the CCL Content to you on an “AS-IS” basis. To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We do not make any promises (a) about the CCL Content, (b) about the specific functionality of the CCL Services, (c) about the quality, accuracy, reliability, or availability of the CCL Content or CCL Services, or (d) that the CCL Content or CCL Services will be free from viruses or other harmful components.

10.) Limit of Liability

We limit our liability to the fullest extent allowed by law. We will not be liable for any unintentional damage, any actual, incidental, or consequential damage, or for any loss or claim of any kind. Some jurisdictions do not allow us to have a broad limit on our liability. If you live in one of those jurisdictions, some of these limitations may not apply to you. If you are dissatisfied with any portion of the CCL Services or with any statement in these Terms, your sole remedy is to stop using the CCL Services and, if you are using any of our subscription/ account CCL Services, cancel your subscription/ account. Our total liability in any matter related to the CCL Services or these Terms is limited to the aggregate amount you (or your employer, school or other sponsor) paid us during the 12-month period preceding the event giving rise to the liability.

11.) Your Indemnity

You agree that you will indemnify and hold CCL, our employees, and our agents harmless from any claims, damages, or other expenses (including attorney's fees) that result from your use of the CCL Services and (a) your violation of these Terms or other documents incorporated herein by reference; (b) your violation of another person’s rights; or (c) any claim related to your User Provided Content, including a claim that your User Provided Content caused damage to another person. This indemnification obligation will continue after
you stop using the CCL Services. In addition, you release CCL from all claims, demands, actions, or suits in connection with your User Provided Content, including any liability related to our use or non-use of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

12.) Services Offered by Other Companies

We may offer you the opportunity to purchase services from companies other than CCL. Use of those services will be subject to the terms and conditions of the companies offering those services. Please read those terms carefully. We have no responsibility related to any such third-party services.

13.) Controlling Law

The laws of the State of North Carolina and as applicable, those of the United States of America, govern these Terms and the use of the CCL Services, except the Terms related to your privacy rights, which shall be governed in accordance with the applicable data privacy laws and regulations. All claims brought in the United States will be subject to the jurisdiction of the courts of the State of North Carolina.

14.) Termination for Convenience

Upon written notice to CCL, you may terminate these Terms for any reason; however, should you terminate the Services, or any portion thereof for your convenience, you agree to be liable to CCL for any corresponding rescheduling or cancellation fees as set forth at the time of purchase and/or registration in accordance with section 4 above. No refunds shall be given for any pre-paid or unused portion of fees paid.

15.) Miscellaneous

**CCL Parties:** We reserve the right to change the CCL entity which is a party to these Terms at any time as a result of a corporate reorganization or otherwise.

**Pricing and Payment Terms:** Unless otherwise agreed, the Pricing for CCL Services, including but not limited to CCL Open Enrollment Programs, shall be at the current published price. Any approved pricing discounts and/or promotions offered shall be in accordance with CCL current policy and/or Letters of Agreement (volume pricing). Payment terms shall be as agreed during the initial purchase and/or registration process for the Open Enrollment Program. In the event, there are no prior agreed upon payment terms, payment shall be due thirty (30) days from receipt of invoice.

**Entire Agreement:** These Terms, including all rules, guidelines, and other documents incorporated herein by reference, state the entire agreement between you and CCL regarding your use of the CCL Services.
and supersede any prior agreements we may have relating to the CCL Services. The documents referenced herein can be found by clicking the links below:

1. CCL Privacy Policy
2. CCL Community Rules
3. Informed Consent to CCL-led Research

**Notification of Changes to the CCL Services**: CCL may contact you within the CCL Services, via email or physical mail to inform you of changes to the CCL Services or these Terms. You agree that contact in any of these ways will satisfy any legal communication requirements, including that communication be in writing.

**Assignment**: We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of CCL, assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.

**If CCL is Acquired**: If CCL or its operations are acquired or transferred to another entity (in whole or part and including in connection with bankruptcy or similar proceedings), CCL has the right to share your Personal Information, User Provided Content and Additional User Information with that acquiring entity. These Terms will continue to apply to the CCL Services until you receive notification of changes to the Terms or CCL Services.

**Severability**: The unenforceability of any particular section or clause in these Terms will not affect the enforceability of the remaining Terms. We may replace any unenforceable section or clause with a similar one that is enforceable.

**No Waiver**: Our failure to enforce any provision of these Terms is not a waiver of our rights under that provision.

**Contact Details for CCL Customer Service**: If you have questions regarding CCL Services or would like to reschedule or cancel your CCL Open Enrollment Program, please contact CCL Client Services here: contact us.

16.) Agreement to the Terms

These terms together with your Open Enrollment registration form make up for the entire agreement between CCL and yourself. By clicking “I AGREE” below and your continued use of CCL Services, constitutes your acknowledgment that you have fully read CCL’s Open Enrollment Participant Terms of Service and you further represent and warrant that you hereby agree to those above Terms.