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# YOUR MEMBERSHIP ACCOUNT

If you use or visit the ICP, you are responsible for maintaining the confidentiality of the information within the ICP and also of your account and password and for restricting access to your computer and/or mobile device and Gracie Barra team members, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may take the ICP only with involvement of a parent or guardian. Gracie Barra and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel access in their sole discretion. You must indicate your school and your instructor must endorse your participation without your instructor's endorsement you will not be able to take the ICP. You must fulfill all the requirements of the ICP in order to receive your certificate. The ICP is restricted to Gracie Barra Team Members blue belt and up and 18 years old and over only. If we can not confirm your membership, rank and age with the indicated school then your access to the ICP and any and all other supported materials may be voided with no refund of the registration fee. Your membership is non transferable and your membership fee is non refundable. The ICP requires instructors to complete and pass a background check. If a background check is failed there is no refund of the

registration fee and the ICP certificate will not be issued. If a background check is failed before an instructor finishes the course in its entirety the instructor will lose access to the ICP immediately without refund.

For residents of the United States or instructors registering under a GB School in the United States the fee for the background check is \$18.50 USD and it is paid directly to Sterling Talent Solutions. If there is a validated criminal record found in the following states there will be an additional fee added to the original \$18.50 USD that the applicant will be responsible for paying. These states are Maine (\$20), Vermont (\$30), and New York (\$65) and it is paid directly to Sterling Talent Solutions. Sterling Talent Solutions is responsible for running the tests and informing Gracie Barra about the results.

For residents of Canada or instructors registering under a GB School in Canada the fee for the background check is \$25 CDN and it is paid directly to Sterling Talent Solutions.

For residents outside the United States and Canada or instructors registering under a GB School outside the United States and Canada the fee for the background check is \$19.50 USD and it is paid directly to Sterling Talent Solutions.

#### **APPLICABLE LAW**

By visiting GB Online, you agree that the laws of the state of Arizona, USA, without regard to principles of conflict of laws, will govern these Conditions of

Use and any dispute of any sort that might arise between you and Gracie Barra or its associates.

#### **DISPUTES**

Any dispute relating in any way to your use or visit of the ICP shall be submitted to confidential arbitration in Arizona, USA, except that, to the extent you have in any manner violated or threatened to violate Gracie Barra's intellectual property rights, Gracie Barra may seek injunctive or other appropriate relief in any state or federal court in the state of Arizona, USA, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

# SITE POLICIES, MODIFICATION, AND SEVERABILITY

We reserve the right to make changes to these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

# **QUESTIONS:**

Questions regarding our Conditions of Usage can be directed to our support staff by emailing us at: help@graciebarra.com