

Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

Welcome to Metropolitan Solutions Group, Inc., a Nevada corporation, and its affiliates. (“Metropolitan Solutions”) Through our website located at www.metrosolutionsusa.com, Metropolitan Solutions provides a platform to support the scheduling and registration for various in-person and virtual environmental health and safety courses offered by Metropolitan Solutions. (the “Services”). These Terms and Conditions (the “Terms”) set forth the legally binding terms and conditions applicable to all users of the Services. Please read through the Terms prior to making your purchase. If you are unsure about any section of these Terms, please contact us at 877-844-0021 or training@metrosolutionsusa.com so we can assist you.

Acceptance of Terms:

By registering for a class, you agree to comply with and be legally bound by all of the terms and conditions contained in the Terms. The Terms incorporate our website Privacy Policy by reference, which contains information and notices concerning Metropolitan Solutions collection and use of your personal and non-personal information and data for course registrations completed on our website. Please carefully read these Terms, and our Privacy Policy [[/privacy-policy](#)] before using the Services. If you do not agree with any or all of the provisions set forth in these Terms, you are not authorized to use the Services. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Changes & Cancellations For All Classes

Student changes or cancellations for any class whether in-house or virtual will be refunded less a 25% administrative fee. Any change or cancellation (including no-shows) for any student requested within (5) business days of the scheduled class will not be refunded. Change or cancellation requests can be made via email to: training@metrosolutionsusa.com

In the event that Metropolitan Solutions cancel a class, you will receive a 100% refund, or you can choose to apply your registration fees to another Metropolitan Solutions class.

Metropolitan Solutions reserves the right to postpone or cancel courses prior to the scheduled course date. In the event that Metropolitan Solutions cancels an event, you will be notified and can receive a 100% refund or you can choose to apply your registration fees to another Metropolitan Solutions class.

Metropolitan Solutions reserves the right to change instructors at its sole discretion without providing notice to you. No section of these Terms will be affected by a change of instructor, nor will refunds be granted in the event of a change of instructor.

By submitting payment, you agree to these Terms.

Credit Card Disputes & Bounced Checks:

In the event of a bounced check, credit card dispute or a chargeback, a \$50 fee will be owed to Metropolitan Solutions and by agreeing to these terms, you agree to authorize Metropolitan Solutions to invoice you and/or charge your account information on file (via credit card) to settle this \$50 fee.

Travel, Lodging, and Other Expenses:

Metropolitan Solutions reserves the right to postpone or cancel courses prior to the scheduled course date. Metropolitan Solutions must postpone courses when student registration does not reach the minimum required amount. In the event of a postponed course, we will provide you with alternative dates to transfer into. If you must book your travel arrangements (i.e., airline travel) more than one (1) week prior to the class start, please contact Metropolitan Solutions at training@metrosolutionsusa.com to ensure that the course has met minimum registration requirements prior to making your travel arrangements.

Tardiness, Early Departures, and In-Class Certification Examination Assistance:

Planned tardiness or early departures must be communicated to Metropolitan Solutions prior to the course start date and time. If you arrive after the posted course start time it is at the instructor's discretion to deny or grant entry to the class, and you may be subject to a 25% rescheduling fee or may be required to forfeit the training fees in its entirety. For classes that require certification examinations, the instructor may read the examination questions and answers to students but under no circumstances can the instructor write the answers on behalf of any student. This service is provided at the discretion of the instructor and is ultimately mandated by the certifying body (i.e. EPA, OSHA, local States, etc.) and is not under direct control of Metropolitan Solutions. All decisions made in class by the instructor with regards to this policy are final and any student that cannot complete the certification exam is not eligible for a refund. Students are encouraged to call and inquire about any writing or comprehension disabilities prior to purchasing a course, as this is the only way to guarantee a student's situation can be accommodated.

Disclaimers:

YOU EXPRESSLY AGREE THAT USE OF THE SITE, SERVICES AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. THE SERVICES AND ANY CONTENT (IF APPLICABLE) PROVIDED THEREIN ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR

USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, TO THE EXTENT PERMISSIBLE BY LAW.

METROPOLITAN SOLUTIONS GROUP, INC. AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, AND PARTNERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES AND CONTENT IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL LIABILITY OF METROPOLITAN SOLUTIONS GROUP, INC. AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND SUPPLIERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE OF THE WEBSITE AND THE INTERNET AND THE SERVICES IS EXPRESSLY EXCLUDED, SAVE THAT, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF METROPOLITAN SOLUTIONS GROUP INC. AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO METROPOLITAN SOLUTIONS GROUP, INC. AND ITS AFFILIATES IN CONNECTION WITH THE SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE OR LIABILITY OR (ii) IN AGGREGATE TO ONE HUNDRED US DOLLARS (\$100.00).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL METROPOLITAN SOLUTIONS GROUP, INC. AND ITS AFFILIATES, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE), BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT METROPOLITAN SOLUTIONS GROUP, INC., ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE AND INTERNET AND SERVICE:

- INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES;
- LOSS OF ACTUAL OR ANTICIPATED PROFITS;
- LOSS OF REVENUE;
- LOSS OF GOODWILL;
- LOSS OF DATA;
- LOSS OF ANTICIPATED SAVINGS;
- WASTED EXPENDITURE; OR
- COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NOTHING IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CHARITY FOOTPRINTS' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification:

You agree to defend, indemnify and hold Metropolitan Solutions Group Inc. and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your participation in a Metropolitan Solutions course or workshop or skill learned or explained in a Metropolitan Solutions course or workshop; your violation of the Terms or this Privacy Policy; your negligence with regards to any procedure taught or explained in Metropolitan Solutions workshop; any and all EPA-levied fines or other penalties related to your own actions; and/or your violation of any rights of another. Metropolitan Solutions shall provide notice to you of any such Claim, provided that the failure or delay by Metropolitan Solutions in providing such notice shall not limit your obligations hereunder. Metropolitan Solutions reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting Metropolitan Solutions' defense of such matter.

Integration and Severability:

These Terms apply to all current features and to new features that are added to the existing Service. These Terms and the Privacy Policy are the entire agreement between you and Metropolitan Solutions Group Inc. and its affiliates with respect to the Service and use of the Site and Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Metropolitan Solutions Group Inc. and its affiliates (including, but not limited to, any prior versions of the Terms).

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of Metropolitan Solutions Group Inc. and its affiliates to enforce any right or provisions of these Terms will not be deemed a waiver of such right or provision. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Governing Law and Jurisdiction:

You and Metropolitan Solutions Group Inc. and its affiliates agree that any cause of action arising out of or related to these Terms or the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These Terms will be interpreted in accordance with the laws of the State of Virginia and the United States of America, without regard to its conflict of law provisions. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Portsmouth City County, Virginia, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Virginia (excluding choice of law).

Miscellaneous:

We will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with Metropolitan Solutions Group Inc. and its affiliates prior written consent. Metropolitan Solutions Group Inc. and its affiliates may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.