THAYER®
LEADERSHIP

TERMS AND CONDITIONS FOR OPEN ENROLLMENT PROGRAMS AT WEST POINT

The open enrollment program for which you are registering, which includes in-person, virtual and online sessions (the "Program") is owned by Thayer Leader Development Group, Inc. ("Thayer"), 674 Thayer Road, West Point, New York 10996. The online sessions of the Program are hosted by Udemy, Inc. ("Udemy"), which provides the system platform for the online portion of the Program. The virtual sessions of the Program may be hosted by Zoom, Microsoft Teams or another virtual system platform.

Your registration and participation in the Program are governed by the provisions contained in these Terms and Conditions (the "Terms and Conditions"). Because you are registering online, your consent to these Terms and Conditions is indicated by checking the box beside "I agree to the Terms and Conditions" on the registration link and your consent to Thayer's collection of your personal data is indicated by checking the box beside "I agree to the Privacy Policy" on the registration link. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT ACCESS, PARTICIPATE IN OR OTHERWISE USE ANY PORTION OF THE COURSE.

As used in these Terms and Conditions, "you" may mean you as an individual participant in the Program. You may be participating on behalf of an employer or corporate sponsor that has signed a separate client services agreement with Thayer (the "Client Services Agreement"), and/or paid for your registration in the Program. If so, your registration is governed by these Terms and Conditions, as well as by that Client Services Agreement (to the extent applicable). In the event of a conflict between these Terms and Conditions and the Client Services Agreement, the applicable Client Services Agreement shall prevail.

Use of the Program

The content provided in the Program is for your personal development purposes only. You may access and participate in the Program solely pursuant to these Terms and Conditions for your personal or professional, non-commercial use. By registering for the Program, you represent and warrant that all information you submit is truthful and accurate, and you are 18 years of age or older.

Payment

Your registration payment includes the cost of all Thayer services and deliverables, as well as the cost of hotel accommodation, conference services and meals on the specific dates and times of the in-person program events, as specified on your applicable registration web page. Your payment does not include mini-bar charges, long-distance or phone charges or additional services not otherwise specified, nor does it include the cost of participants other than yourself. You are responsible for providing your own transportation to and from The Historic Thayer Hotel at West Point. While hotel accommodation is generally provided at the Historic Thayer Hotel at West Point, you agree to stay at an alternative location nearby without refund or additional charge if the Historic Thayer Hotel determines a need to change room bookings.

The Program registration fee provides you with the right to attend the in-person sessions of the Program, as well as a license for one participant to access the online and virtual sessions of Program. The full Program fee is due upon registration. Your registration submission will be reviewed for acceptance once your registration information and full payment are both received. Thayer will accept credit card payments through its website registration, over the phone or in person. Registration closes two weeks prior to the start date of the Program. Registration for the Program is limited only to you and is on a first-come, first-serve basis. Spaces are only guaranteed once the registration is approved and full payment has been received. You will receive a registration and payment confirmation email separately upon receipt and verification, respectively.

Cancellation

In preparation for the Program, we initiate many administrative and logistical actions related to your registration which incur a variety of costs prior to the launch. Therefore, the following fees apply, based on the amount of advance notice you provide to us:

NUMBER OF DAYS BEFORE Phase 1*	SUBSTITUTIONS ALLOWED	TRANSFER FEE	CANCELLATION FEE
More than 45 days	Yes *(no fee)*	None	None

15–45 days	Yes *(no fee)*	25% of tuition	50% of tuition
3-14 days	Yes ($500 fee)	25% of tuition	50% of tuition
Less than 3 days	No	50% of tuition	100% tuition

*Phase 1 – this refers to the first day of the online pre-work program provided by Thayer.

	Substitutions Allowed	**Transfer Fee**	**Cancellation Fee**
After Phase 1/digital Learn Phase has started	No	No – 100% of tuition	100% tuition

***Substitutions*:** Substitution requests (i.e., to substitute your registration in this Program to a different participant) must be submitted at least 3 days before Phase 1 of the Program begins. To be considered a completed substitution request, the request must be made in writing and include all required participant registration information for the new participant. Otherwise, the appropriate Transfer Fee or Cancellation Fee policy will be applied.

***Transfers*:** Transfer requests (i.e., to transfer your registration in this Program to a different Thayer open enrollment program) must be made in writing and indicate the new date or new program you wish to attend. Otherwise, the appropriate Cancellation Fee policy will be applied. Your pre-paid registration payment and any balance owed will be applied to the new program; provided that you will be required to pay Thayer the difference if the new program fee is higher. Tuition will become 100% non-refundable if you transfer more than 2 times or do not attend another program within 12 months of the original program start date. Transfers to the requested new program are not guaranteed as space may not be available.

***Cancellations*:** If requested, any remaining balance of a cancelled Program's payment can be applied to another Thayer program within 12 months of the original Program's Phase 1 date. After 12 months, the balance is non-refundable.

If Thayer cancels the Program due to an act of God or any other condition reasonably beyond Thayer's control that makes it impossible or unreasonable to hold the Program, Thayer shall not provide any refunds or credits; provided, however, that Thayer shall make reasonable efforts to transfer your payment and registration to another similar program.

Thayer may decide to convert an outdoor experiential program into a comparable indoor experiential program due to weather conditions, without any liability or refund owing to any participant.

System Requirements

To access the online and virtual portions of the Program, you will need a computer or mobile device with the system requirements, hardware and operating systems outlined on the registration link, as well as internet access. Please check that your computer or device has the necessary requirements to access the Program, prior to registration. If your computer or device does not have these requirements, you will not be able to access the Program and your fee will not be refunded.

Privacy

Thayer takes your privacy seriously. For further information about how Thayer uses and protects information provided by you during registration for, and participation in, the Program, please see the **Data Privacy Notice** at the end of this document. Please note, however, that certain information you provide during the Program may be available to other Program participants. In addition to using your personal data to provide services to you, your consent permits Thayer to use your personal data: (i) provide more customized facilitation of the Program, (ii) validate your completion of the Program and facilitate the production of a digital completion certificate to be generated, processed and issued by Thayer's sub-contracted vendor, EdInvent, Inc. dba Accredible ("Accredible"), and (iii) provide feedback to Thayer on how to improve the Program.

Your agreement to these terms is your written consent that, upon completion of the Program, you agree to Thayer retaining your name, contact information and a record of having taken the Program for the exclusive purpose of Thayer contacting you with future information to sustain your learning, to inform you about upcoming Thayer events or programs, to issue you a digital completion certificate, and/or to verify your participation in the Program. Thayer may also share your name, title, contact

information, program name, and dates you attended the Program, along with any other necessary information, with the Subcontractors listed below, as necessary to deliver the Services. Please know that you are entitled to opt of future Thayer communications at any time, and to request what information we have, as well as the deletion or correction of any personal information, all in accordance with our Privacy Policy.

Unauthorized Use

You agree not to use the Program for illegal purposes. As a participant, you may not use this Program for any commercial purpose, other than to improve your own executive management and leadership skills at work. You may not screenshot or use automated data mining techniques to catalog, download, store or otherwise reproduce, store or distribute any written content provided pursuant to the Program. You may not take any action to damage or interfere with the Program or any other user's participation in or access to the Program, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the system platform. You may not send unsolicited e-mail, including promotions and/or advertising of products or services, through the Program or forge or mask your true identity in any e-mail or posting. You may not frame portions of this Program within another web site or establish links from any other web site to any portion of this Program without Thayer's prior written consent. You agree to communicate with other participants, and any moderator, facilitator or instructor, in a professional, respectful manner and not to harass or defame any such individuals. You also agree to keep confidential and not disclose to any third party (including others within your company) any information disclosed by other participants in your cohort during the Program, nor use any such information for any purpose as a participant other than for your own leadership development, without obtaining the prior written consent of the disclosing participant. You agree that you are participating in the Program yourself and not permitting unauthorized guests or observers to participate or use your registration.

Restrictions

You agree not to: (a) share password access with other individuals for which a license has not been purchased; (b) distribute, share, sublicense, lend, lease or otherwise make the Program, written Program materials or the system platform available to any third party (on the Internet, an information network or tangible media, by broadcast or in any other manner); (c) modify, adapt, create derivative works from or translate any part of the Program, written Program content, or system platform; (d) reverse engineer, decompile or disassemble the course or the system platform or otherwise attempt to obtain its source code; or (e) remove or alter any copyright, trademark or other proprietary notice contained in the Program materials or system platform. You can apply the Thayer teaching materials to your own work (i.e., by creating your own leadership philosophy), but may not use the Thayer Program materials to teach others on your team or in your company how to develop their own leadership philosophies.

You agree further not to upload to, or use any Thayer Program content (including without limitation, copies of slide deck presentations, summary handouts, learning journals, maps or other written or recorded content provided by Thayer) in or for, any artificial intelligence, large language model or generative AI platform or model.

During the period of the Program, and for two (2) years thereafter, you agree that you will not, without Thayer's prior written consent, directly or indirectly, engage, consult with, employ or solicit services from any Thayer instructor or employee whom you met as a result of the Program. Once the Program has terminated, you agree that any future communication regarding the obtaining additional services, consultations or engagements of any variation provided by such Thayer faculty members or employees must be coordinated and arranged through Thayer.

User Supplied Information

If you supply any information or material to Thayer or others during and as part of the Program, you guarantee to Thayer that you have the legal right to supply, post, or store such information or material and that doing so will not violate any obligations to which you are subject, nor the law, nor the rights of any person or entity. You also agree to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Program.

Grant of License and Ownership of Intellectual Property

Upon your payment in full of the Program fee, submission of registration information, agreement to these Terms and Conditions and Thayer's acceptance of your registration application, Thayer grants you a revocable, non-exclusive, limited license to participate in the Program in accordance with these Terms and Conditions. Each grant of license to the Program is unique to you and any access to the Program may not be shared with any other person via shared login access or any other method. Neither the

Program nor Udemy's system platform, nor any portion thereof, may be resold or redistributed or otherwise distributed in any manner. Intellectual property rights in the Program curriculum, designs, ideas and materials developed by Thayer and/or Thayer instructors shall vest exclusively in Thayer and/or the Thayer instructors, who shall have sole and exclusive ownership of the intellectual property rights therein (as applicable). Except for the license mentioned herein, no right, title or interest in any content or written materials from the Program are transferred to you as a result of accessing or participating in the Program. *Written materials or materials provided in connection with the Program may not be copied, modified, disclosed or distributed without the prior written consent of Thayer. The Program may not be recorded, taped, transcribed, photographed, or reproduced in any form or media without the prior written consent of Thayer.* Your license provided in these Terms and Conditions, and right to access the Program materials, shall terminate automatically without further notice upon two (2) months after the Program ends.

DISCLAIMERS

THE CONTENT CONTAINED IN THE ONLINE COURSE HAS BEEN PRE-RECORDED AND MAY NOT BE UP-TO-DATE OR ACCURATE. THE COURSE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THAYER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT IN THE COURSE. FURTHER, THAYER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASPECTS OF THE EDUCATIONAL SERVICES MAY REFLECT OPINION, PERSONAL EXPERIENCE, ONE PHILOSOPHICAL APPROACH OVER OTHERS AND/OR RECOMMENDATIONS THAT MAY NOT BE APPROPRIATE FOR YOUR SITUATION AND/OR FOR YOU.

TO THE EXTENT THAT YOU RELY UPON OR USE ANY ADVICE IN THE EDUCATIONAL SERVICES, YOU DO SO AT YOUR OWN RISK. THAYER DOES NOT WARRANT THAT THE COURSE OR SYSTEM PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, NOR THAT THE COURSE OR SYSTEM PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THAYER RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS AND TO CHANGE OR UPDATE CONTENT AT ANY TIME WITHOUT PRIOR NOTICE; PROVIDED, HOWEVER, THAT THAYER DOES NOT GUARANTEE THAT ANY ERRORS, INACCURACIES OR OMISSIONS WILL BE CORRECTED.

TO THE EXTENT THAT YOU ACCESS THE COURSE FROM AN INTRANET, PLATFORM OR WEB SERVER OWNED OR LICENSED TO ANY THIRD PARTY (SUCH AS YOUR EMPLOYER, FOR EXAMPLE), THAYER MAKES NO REPRESENTATIONS REGARDING THE PRIVACY OR SECURITY OF YOUR INFORMATION TO THE EXTENT CONTROLLED OR ACCESSIBLE BY SUCH THIRD PARTIES. THAYER SHALL NOT BE LIABLE FOR YOUR INABILITY TO ACCESS OR PARTICIPATE IN THE COURSE.

IN NO EVENT WILL THAYER BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IF YOU ARE DISSATISFIED WITH THE COURSE, THE SYSTEM PLATFORM, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING OR PARTICIPATING IN THE COURSE. YOU ACKNOWLEDGE, BY YOUR PARTICIPATION IN THE COURSE, THAT SUCH PARTICIPATION IS AT YOUR SOLE RISK. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THAYER'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT WILL, IN NO EVENT, EXCEED THE AMOUNT OF THE COURSE FEE.**

Thayer reserves the right to replace any named faculty, guides and instructors with other representatives of Thayer of similar rank or experience. Thayer also reserves the right to have other Thayer representatives attend and observe the Program.

ADDITIONAL REQUIREMENTS

Prior to certain in-person experiential programs, you shall also be required to sign a waiver and release form.

Because Thayer is located on a U.S. military base, you are required to provide certain sensitive personal data (i.e., your driver's license and/or passport information, social security number, visa or other sensitive personal data) to Thayer as part of your registration. Thayer uses this information solely to provide this to the West Point Visitor's Center to facilitate your entrance onto the premises for the in-person portion of the Program and will delete this promptly upon completion of the Program. To the extent that you provide medical information to us, we will use this only to provide necessary accommodations in delivering services to you. Please see our Privacy Policy for more details on how we handle your personal data. Once accepted, you will still need to have your personal government-issued ID on hand to enter West Point. Access to all in-person Services at West Point is not guaranteed. If West Point Visitor's Center denies access, you may not be able to attend certain in-person sessions, and no refund or credit shall be issued in connection with such denial.

There may be reasons why Thayer is unable to facilitate your advance approval to access West Point (i.e., you are part of a group of 25 or fewer participants, or your information was not submitted correctly, completely, or in time). In such case, you may be required to report in person to the West Point Visitor Control Center (VCC) upon arrival or during the designated time on your agenda to complete the visitor screening process and obtain a Local Area Credential pass. Please allow extra time for this process, as it can take up to over an hour. Further information on this process will be provided to you, along with instructions if you are not a US citizen. To avoid any delays during the screening process, all participants should review the requirements and bring the appropriate documentation with them to West Point.

Indemnity

You understand and agree that you are personally responsible for your behavior while participating in the Program. You agree to defend, indemnify and hold harmless Thayer, its subcontractors and each entity's officers, directors, agents, subcontractors, affiliates and employees from any loss, liability, claim, cost, damage or demand, including reasonable attorneys' fees, due to or arising out of your use, misuse or inability to participate in, the Program, your provision of any content to the Program, and/or your breach of these Terms and Conditions.

Subcontractors

You acknowledge and agree that Thayer shall use certain subcontractors to deliver aspects of the Program, including the services of the Historic Thayer Hotel, Thayer's faculty, as well as certain expert guides, observer/controllers and other guides, any applicable tour bus operators, and the platform providers for the digital certificates, on-line and virtual sessions, experiential waivers and post-program surveys. You agree Thayer shall not be responsible for losses, damages, claims, expenses or liabilities arising from or caused by the Thayer Hotel, Zoom, or West Point Tours.

Thayer Status

In providing the Program to you, Thayer shall be an independent contractor. Nothing in these Terms and Conditions shall be interpreted or construed as creating, establishing, continuing or re-establishing any employer-employee, partnership, joint venture, agency, or any other relationship with you (other than as a customer), the existence of which is expressly denied by you. You are not authorized, nor shall have any authority, to make any representation, contract or commitment on behalf of Thayer, or otherwise bind Thayer in any respect whatsoever.

Links

The Program may contain links to other web sites not maintained by Thayer. Other sites may also reference or link to the Program, to Thayer's website or the system platform. We encourage you to be aware when you leave our Program and Udemy's system platform, and to read the terms and conditions and privacy statements of each and every web site that you visit. We are not responsible for the practices or the content of other web sites.

International Use

Thayer makes no representation that the content contained in or provided in connection with the Program is applicable or appropriate for use in locations outside the United States. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, provision and use of acceptable content, and transfer of personal data outside of, and into and out of the United States. If you are not a US resident, the collection, transfer, use and storage of your personal data may be governed by additional data privacy laws, regulations and exhibits to the Client Services Agreement.

Termination

If you breach any of these Terms and Conditions, Thayer reserves the right to terminate your access to, participation in and use of the Program immediately without prior notice and without refund.

Governing Law

The laws of the State of New York, without regard to its conflict of law rules, shall govern these Terms and Conditions, the Privacy Policy, your use of the Program and the content contained therein, for all matters arising therefrom or relating thereto. YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS OF ORANGE COUNTY, NEW YORK.

Miscellaneous

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Nothing contained in these Terms and Conditions is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Program or information provided to or gathered by us with respect to such use. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. These Terms and Conditions (including the Privacy Policy and any applicable Client Services Agreement) constitute the entire understanding between you and Thayer and explicitly override and replace any promotional or other materials or statements (whether written, oral or otherwise) that may relate to this Program. These Terms and Conditions may be changed at any time without prior notice. Your continued participation in the Program conclusively demonstrates your acceptance of any such changes.

Questions

Should you have any questions regarding these Terms and Conditions you may contact us at info@thayerleadership.com. These Terms and Conditions are effective and were last updated on October 26, 2026.

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Privacy Notice to Participants

Your Privacy
Thayer Leader Development Group, Incorporated ("Thayer") respects your privacy and is committed to protecting your Personal Data.

As part of your participation in this program, Thayer is collecting certain personal information directly from you. Depending on the program, this may include your name, contact information, employer, job title, assessment responses, photographs or video images, and other information necessary to administer and deliver the program. In limited circumstances where required for a particular program, we may also request certain Sensitive Personal Data (for example, information needed by West Point Visitors Center to facilitate access to the secure military base at West Point, accommodate disabilities, or facilitate direct payment by you for the program). For this program, Thayer is acting as the controller of your Personal Data and is responsible for determining the purposes and means of processing your Personal Data.

We collect and use your Personal Data only for legitimate purposes, including:

- administering and delivering the program;
- communicating with you regarding the program;
- providing assessments, coaching, certifications, or related services;
- maintaining appropriate business records;
- complying with legal obligations; and
- any additional purpose for which you have separately provided your consent.

Where Sensitive Personal Data is requested, we will collect only the minimum information reasonably necessary for the stated purpose and will rely upon your consent or another lawful basis where required by applicable law.

Your Personal Data may be shared with carefully selected service providers and subcontractors that assist Thayer in delivering the program, subject to appropriate confidentiality and data protection obligations. We do not sell your Personal Data or Sensitive Personal Data and do not share it for cross-context behavioral advertising.

Your information will be retained only for as long as reasonably necessary to fulfil the purposes for which it was collected, comply with legal obligations, resolve disputes, and protect our legal rights, after which it will be securely deleted or anonymized in accordance with our Privacy Policy.

Depending upon your jurisdiction, you may have rights to access, correct, update, transfer, delete, restrict or object to our processing of your Personal Data, withdraw consent where processing is based upon consent, and lodge a complaint with your applicable data protection authority.

Additional information regarding how Thayer collects, uses, stores, transfers, protects and retains Personal Data, including international transfers and your privacy rights, is available in our Privacy Policy at: Privacy Policy.
If you have any questions or wish to exercise your privacy rights, please contact Thayer's Privacy Officer.
Email: **info@thayerleadership.com**

By providing your information, you acknowledge that you have received this Privacy Notice.