

Terms of Service

Updated: January 1, 2026

The following Terms of Service (“Terms”) of Gābl Media Group, Inc. (Provider), govern access to and use of the Provider’s Membership and Continuing Education (CE) services where applicable; additional CE-specific participation terms are set forth below.

General Terms and Provisions

Invoicing and Payment: Payment terms for all services are prepaid in full, unless separate arrangements have been made with the Provider. The Provider will invoice the user unless separate arrangements have been made to bill a third-party directly.

Cancellations and Revisions: Except for cancellations made in congruence with the Terms of this agreement, the user is fully responsible for all products or services purchased pursuant to this agreement.

Errors: The Provider is not responsible for errors or omissions in any materials provided by the user.

Termination: The Provider may choose to terminate the relationship for the breach of any term. Should the Provider choose to exercise this action, collected fees for service may be retained by the Provider. This right of termination also extends to any of the user’s agencies or intermediary representatives.

Applicable Law and Courts; Attorney Fees: This Agreement is governed by the laws of North Carolina and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Federal and District Courts located in Union County, North Carolina. Users may not assign this Agreement without the Provider’s written consent. The parties hereby

consent to the exclusive jurisdiction of such courts. The prevailing party in any such action shall be entitled to an award of its attorney's fees and any other costs to collect.

Continuing Education (CE) Participation and Course Integrity

Accredited Provider Status: Gābl Media Group, Inc. ("Provider") is an approved provider of continuing education for certain professional organizations, including the American Institute of Architects (AIA). In order to maintain such status, the Provider must ensure that credits issued through its platforms reflect genuine completion of the applicable coursework and compliance with all relevant accreditation standards.

Definitions: For purposes of this Section, (a) "CE Services" means any continuing education courses, programs, quizzes, certificates, or related offerings delivered by the Provider; and (b) "User" means any individual who registers for, accesses, or completes any CE Services, whether such individual pays the Provider directly or participates through a corporate, association, or other Customer account. Where CE Services are purchased or managed on behalf of one or more Users, the term "Customer" includes both the purchasing entity and the associated Users.

Genuine Participation Requirement: User represents and warrants that they will personally and genuinely complete each CE course for which credit is requested. Genuine participation includes, at a minimum: (i) reviewing the full course content (including audio, video, written materials, and any required supplemental resources) in good faith; (ii) not using bots, scripts, automation, or any other means to simulate or falsify progress, attendance, or completion; (iii) personally answering all quiz or assessment questions without unauthorized assistance or answer sharing; and (iv) complying with all instructions provided within

the course interface and/or by the Provider regarding course completion and assessment.

Playback Speed and Time Expectations: The Provider permits reasonable use of accelerated playback; however, accelerated playback does not alter the obligation to complete the entirety of the course content. User understands and agrees that completion patterns that are mathematically inconsistent with the duration of the course content and associated assessments (including, by way of example only, the completion of multiple 30–60 minute courses within a total time period that does not reasonably allow for actual review of such content and completion of related quizzes) may be treated by the Provider as evidence of noncompliance with the genuine participation requirement.

Monitoring and Verification: User acknowledges and agrees that Provider may track and review course access logs, timestamps, quiz attempts, certificates issued, and other activity data for the purposes of (i) verifying compliance with these Terms; (ii) satisfying accreditation and recordkeeping obligations; and (iii) identifying suspicious, irregular, or noncompliant activity. User and Customer consent to Provider's use of such data for these purposes.

Suspicious or Noncompliant Activity: Without limiting any other rights or remedies under this Agreement, Provider may, in its sole reasonable discretion and with or without prior notice, take one or more of the following actions if Provider identifies or reasonably suspects activity that is inconsistent with the genuine participation requirement, applicable accreditation standards, or these Terms:

- (a) place a temporary hold on the issuance of certificates or reporting of credits;
- (b) require additional information or clarification from User and/or Customer;
- (c) deny, suspend, or revoke access to some or all CE Services;
- (d) rescind, invalidate, or decline to honor previously issued certificates

or credits, and, where applicable, notify the relevant accrediting body or licensing or regulatory authority; and/or

(e) permanently close a User's CE account and/or restrict the creation or reactivation of accounts associated with the User or Customer.

Any decision by Provider under this Section will be made in good faith with the objective of protecting the integrity of the CE program and Provider's accredited provider status. Provider shall have no liability to Customer or User for any consequences arising from actions taken in accordance with this Section, except to the extent expressly required by applicable law.

No Guarantee of Acceptance by Third Parties: Provider does not represent or warrant that any particular licensing board, jurisdiction, employer, or third-party organization will accept, recognize, or give credit for CE courses or certificates issued by Provider. User and Customer are solely responsible for confirming whether a particular course or credit will be accepted for their specific licensure, certification, or continuing education requirements.

Recordkeeping and Cooperation with Audits: Provider will maintain CE participation records, including course completion data and certificates issued, for at least the minimum period required by the applicable accrediting body (which, for AIA CES, is currently five (5) years), or for such longer period as Provider may determine in its discretion. User and Customer authorize Provider to provide copies of such records, as needed, to accrediting bodies, licensing boards, or other regulatory authorities in connection with audits, investigations, or verification requests. Upon User's written request, and subject to Provider's verification of identity, Provider may provide copies of that User's records or certificates for the applicable retention period.

Misrepresentation and Fraud: Any misrepresentation of course completion, use of another individual's account, sharing of login credentials or quiz answers, use of automation or other tools to simulate

attendance or completion, or similar conduct constitutes a material breach of this Agreement and may be deemed fraudulent. In such cases, Provider may exercise any rights described in this Section or elsewhere in the Agreement and may, but is not obligated to, issue any refund or credit. Any refund that may be issued is a business decision only and does not constitute a waiver of Provider's right to restrict or terminate access, to rescind credits, or to report noncompliant behavior to accrediting or licensing bodies.

Customer Responsibility for Users: Where a Customer purchases, sponsors, or manages CE access on behalf of one or more Users (including employees, members, or other affiliates), Customer is responsible for informing such Users of these Terms, ensuring their compliance with this Section, and cooperating with Provider in any review or investigation of suspicious or noncompliant activity associated with accounts under Customer's control. Customer acknowledges that Provider may take actions described above with respect to any such account where irregular activity is identified.