



# GREEN JOBS ACADEMY - TERMS AND CONDITIONS

Last Updated: March 18, 2025

## 1. INTRODUCTION

Welcome to Green Jobs Academy ("Academy," "we," "our," or "us"), located in Marlborough, Massachusetts. These Terms and Conditions ("Terms") govern your access to and use of our educational services, training programs, website, and related content (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms.

## 2. ELIGIBILITY

To access and use our Services, you must be at least 18 years of age or have obtained consent from a parent or guardian. Certain programs may have additional eligibility requirements, which will be specified in the program descriptions.

## 3. REGISTRATION AND ACCOUNT INFORMATION

### 3.1 Account Creation

To enroll in our programs, you may be required to create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

### 3.2 Information Accuracy

You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

## 4. PROGRAM ENROLLMENT AND FEES

### 4.1 Enrollment

Enrollment in our programs is subject to availability and may require an application process. We reserve the right to accept or reject applications at our discretion.

### 4.2 Fees and Payment

Fees for our programs vary and will be clearly disclosed before enrollment. Payment must be made in accordance with the payment terms specified for each program. All fees are non-refundable except as expressly stated in our refund policy.

### 4.3 Financial Aid and Scholarships

Financial aid and scholarships may be available for eligible participants. Eligibility criteria and application processes will be outlined on our website or program materials.

## 5. PROGRAM ATTENDANCE AND COMPLETION

### 5.1 Attendance Requirements

Regular attendance is expected for all enrolled programs. Specific attendance requirements will be outlined in program materials.



## **5.2 Program Completion**

Certificates of completion or other credentials may be awarded upon successful completion of program requirements. We reserve the right to determine whether a participant has successfully completed all requirements.

## **6. CODE OF CONDUCT**

### **6.1 Participant Behavior**

Participants are expected to conduct themselves professionally and respectfully during all program activities. Harassment, discrimination, or disruptive behavior will not be tolerated.

### **6.2 Disciplinary Actions**

We reserve the right to dismiss any participant who violates our code of conduct, without refund.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Our Materials**

All content provided as part of our Services, including but not limited to text, graphics, logos, images, audio, video, and software, is the property of Green Jobs Academy or its licensors and is protected by copyright and other intellectual property laws.

### **7.2 Limited License**

We grant you a limited, non-exclusive, non-transferable license to access and use our materials solely for your personal, non-commercial educational purposes.

### **7.3 Restrictions**

You may not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any materials from our Services without our express written consent.

## **8. PRIVACY POLICY**

Your privacy is important to us. Our Privacy Policy, which is incorporated into these Terms by reference, explains how we collect, use, and disclose information about you.

## **9. LIMITATION OF LIABILITY**

### **9.1 Disclaimer of Warranties**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **9.2 Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, GREEN JOBS ACADEMY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR



REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

## **10. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Green Jobs Academy and its officers, directors, employees, agents, and representatives from any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms.

## **11. CHANGES TO TERMS AND SERVICES**

### **11.1 Changes to Terms**

We may modify these Terms at any time. If we make changes, we will provide notice by updating the "Last Updated" date at the top of these Terms and posting the modified Terms on our website.

### **11.2 Changes to Services**

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice.

## **12. TERMINATION**

We may terminate or suspend your access to all or part of the Services, without notice, for any conduct that we, in our sole discretion, believe violates these Terms or is harmful to other users of the Services, us, or third parties, or for any other reason.

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

### **13.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

### **13.2 Dispute Resolution**

Any dispute arising out of or relating to these Terms or the Services shall be resolved through binding arbitration in Middlesex County, Massachusetts, in accordance with the rules of the American Arbitration Association.

## **14. MISCELLANEOUS**

### **14.1 Entire Agreement**

These Terms constitute the entire agreement between you and Green Jobs Academy regarding the Services and supersede all prior agreements and understandings.

### **14.2 Waiver**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.



### **14.3 Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### **14.4 Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. We may assign these Terms without restriction.

### **14.5 Contact Information**

For questions about these Terms, please contact us at:

Green Jobs Academy  
91 Bartlett Street  
Marlborough, MA 01752  
Email: [TeamGJA@SMOC.org](mailto:TeamGJA@SMOC.org)  
Phone: (508) 626-7150

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.