

# Terms and Conditions

## 1. **Downloading and Use of Materials**

- a. All content is protected by copyright law and may be subject to other restrictions as well. THE COMPANY retains all rights, including copyrights, in the data, images, audio and video clips, software, documentation, text, and other information available on or contained in the Site (collectively, the "Materials"). Users may download the Materials subject to these Terms and Conditions, provided that all copyright and other proprietary notices contained on the downloaded Materials are retained.
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- e. Your use of and browsing on the Site are done at your own risk. Neither THE COMPANY nor any other party involved in creating, producing, delivering or maintaining the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site or any of the Materials on the Site. Without limiting the foregoing, all Materials on or downloaded from the Site are provided "AS IS" WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY assumes no responsibility, and shall not be liable for, any damages to your computer equipment or other property on account of your access to, use of, browsing in, or downloading of any Materials from the Site, including, without limitation, damages due to viruses that may be embedded in the Materials.

## 2. **Permissions**

- a. Any party wishing to use any of the Materials from the Site, for any purpose other than the limited purposes identified above, must request and receive prior written approval from THE COMPANY. Permission for such use will be considered, and possibly granted, on a case-by-case basis, at the sole discretion of THE COMPANY.

## 3. **Links**

- a. The Site may presently or subsequently contain links to the sites of other parties. THE COMPANY has not reviewed, and is not obligated to review; all of the sites linked to the Site and is not responsible for any of the content on any linked sites. If THE COMPANY provides these links, it does so solely as a convenience, and such a link does not imply THE COMPANY endorsement, sponsorship or affiliation with the linked site. Your choosing to connect to another site through a link on the Site is your own decision and shall not be deemed to have been induced by THE COMPANY merely because THE COMPANY provided the link. By choosing to link to another site, you will be assuming any and all of the risks that may exist with respect to such site and/or the content on such site.

#### 4. **Applicable Law and Jurisdiction**

- a. The Site (excluding links to Web Sites operated by others) is controlled and operated by THE COMPANY through its selected host. Although THE COMPANY has made no effort to publish the Site elsewhere, the Site is accessible in all fifty U.S. states and in other countries have laws that may differ from those of California and from each other. In the interest of establishing a predictable legal environment in which to publish, access and use the Site, you will be deemed to agree, by virtue of your accessing and/or using the Site, that all matters arising from or relating to the use and operation of the Site will be governed by the laws of the State of California, without regard to its conflict of laws principles. You further agree that all claims you may have arising from or relating to the operation or use of the Site will be heard and resolved in the Superior Court in and for the County of Los Angeles, California or in the federal district court for the Central District of California. In this regard, you consent to the above-designated courts having personal jurisdiction over you, and you stipulate to the fairness and convenience of proceeding in such courts. You further agree not to assert any objection to proceeding in such courts. If you choose to access the Site from locations other than Los Angeles, California, you will be responsible for compliance with all of the local laws of such other locations.

#### 5. **Refund and Cancellation Policy**

This Refund and Cancellation Policy is subject to change at any time. The published version at the time of the request will be the version used to determine your refund eligibility.

Requests for refunds must be made in writing and can be submitted to: [info@Innovative-Learning.com](mailto:info@Innovative-Learning.com). Requests must include the name provided at time of enrollment, a detailed account giving the reason the student wishes to withdraw, and why student feels a refund should be issued.

Basis upon which refunds are considered:

- a. **ADMIN FEE:** An administration fee of 10% of the full, undiscounted, program cost, will apply to all refunds. There are no exceptions.
- b. **REFUND PERIOD:**
  - i. If a student has enrolled in a course, but not entered the course, and the period between enrollment and notification of withdrawal does not exceed 30 days from the enrollment date, a refund will be issued for the full amount of the course fee, less the Admin Fee.
  - ii. If a student has entered the course (or series of courses), completed any amount of coursework, and the period between enrollment and notification of withdrawal does not exceed 30 days from the enrollment date, any refund due will be calculated based on the percentage of the course completed as of the last date of activity on the Learning Management System (LMS). This will only apply up to the point of 50% of the coursework being completed.
  - iii. After fifty percent (50%) of coursework has been completed, irrespective of the amount of time passed, THE COMPANY'S obligation is considered complete and it may retain the full tuition.
- c. **SPECIAL PAYMENT TYPES:**
  - i. **COURSE SERIES:** If a series of courses, or a specific program, is paid for in advance, whether at full tuition, at a discounted tuition, or as part of a promotion, refund requests are accepted for consideration within 30 days of the date upon which tuition, or any part of tuition, is received by THE COMPANY.
  - ii. **PAYMENT PLANS:** If tuition is being paid via a PAYMENT PLAN, then enrollment in all courses covered by the payment plan are subject to the same terms as if tuition is paid for in full and in advance. For these purposes, Tuition is considered to have been received by THE COMPANY upon signing of the payment plan agreement.

- d. AFTER THE 30 DAY REFUND PERIOD:**
- i. If the period between enrollment and notification of withdrawal exceeds 30 days from the enrollment date, whether coursework has been started or not, an application for refund may still be submitted up until 90 days from enrollment date. However, THE COMPANY is under NO obligation to refund the tuition. Consideration will be given to the refund request, and the student will be notified within 30 days from the request for refund submission date as to the success of the application. Once a decision has been made and the student notified, all decisions are final and THE COMPANY will not enter into further discussion.
  - ii. In cases of course series or program series paid for in advance, the maximum refund given after the 30 refund period will be 50% of any courses not entered, however there is no refund guaranteed in this case.
  - iii. Under the terms of having entered into a PAYMENT PLAN agreement, all decisions regarding refunds or forgiving of agreed payments, are at the sole discretion of THE COMPANY and decisions regarding such are final and discussion will not be entered into.
- e. FINAL DATE FOR REFUNDS:**
- i. There will be no refunds granted on any course or series of courses or examinations at any time following 90 days from enrollment date.
- f. REFUND TIME FRAMES:**
- i. Once a request is submitted, THE COMPANY has up to 30 days from the date the request is received to determine if a refund will be issued and the amount that will be refunded.
  - ii. The Date of Determination is the date upon which the student receives notice of the outcome of the refund request.
  - iii. Refunds will typically be paid within forty-five (45) calendar days of the Date of Determination.
- g. WHO WILL RECEIVE THE REFUND:**
- i. Any refund paid by THE COMPANY will only be issued to the party who made payment to THE COMPANY, even if payment was made on behalf of the student.
- h. CIRCUMSTANCES WHERE REFUNDS WILL NOT BE ISSUED:**
- i. **TECHNICAL ISSUES:** Refunds are not available for students who have experienced technical issues. Although we work hard to do everything possible to avoid issues, many aspects of the technology fall outside of our control such as hosting and server functionality.
  - ii. **FAILURE TO USE COUPON CODES:** Refunds will not be available for failure by user to use coupon codes. Students that either forget to enter a coupon code, or receive said coupon code after the course has been paid for, are no longer eligible for the discount related to that code.
  - iii. **UNAUTHORIZED CODE USE:** Refunds will not be given to anyone who utilizes a coupon code not belonging to them, their employer, or without exclusive permission from THE COMPANY.
- i. DUPLICATE PAYMENTS:**
- i. If an employer contacts us and pays for a course for a student, either in part or in full, a coupon code will be issued to the employer to give to the student. Said coupon code will allow the student entry into the course at either no cost, or at a reduced cost, depending on how much was paid by the employer. If the student enters the course, neglects to enter the coupon code, and pays full price for the course, there is no refund available to either party. If the employer does not receive the code, or in error, does not give it to the student for use, and the student pays for the course in full, THE COMPANY will grant a credit to the employer for the amount that was overpaid, which can be applied towards another seat in any course in its catalog. The issue of duplicate payment is then between the student and their employer, and THE COMPANY will not be involved.

**j. INDEPENDENT FIELDWORK:**

- i. Because we must contract with a fieldwork provider for this type of program, we cannot refund any fees paid for Independent Fieldwork courses under any circumstances. This includes, but is not limited to, BCBA Accelerated Independent Fieldwork, Supervision, and Practicum's.

**CANCELLATIONS:**

1. Eligibility: Some courses and programs require a student to agree that they meet pre-defined eligibility criteria to gain entry. Should a student agree to said terms, but it is subsequently found that, for any reason, eligibility criteria cannot be verified (see sections 7 & 8), then the student will be informed and the enrollment will be cancelled.
2. Recommendations and Fieldwork Verification: Some courses and programs require a student receive Recommendations and Fieldwork Verification from people who are in supervisory positions of the student. Recommendations may verify that the student meets certain pre-defined standards considered preferable for people wanting to complete the course or program. Fieldwork Verification requires that the person can verify the student meets certain pre-defined practical experience related to the study topic.
3. A student can begin coursework prior to Recommendations and Fieldwork Verification being complete. Should recommendations and verification of fieldwork subsequently be unable to be verified, then the enrollment may be cancelled.
4. If a student' enrollment is cancelled and they have completed less than 50% of the coursework, a \$200 fee will apply and will be deducted from a refund due. Where the course or program cost is less than \$200, then no refund will be made. If a student's enrollment is cancelled, and they have completed 50% or more of the coursework, there is no refund available. Exceptions and variations to this fee are entirely at the discretion of THE COMPANY and will be determined on a case by case basis.

**6. Coupon Code Usage**

- a. The coupon codes we issue and authorize are subject to the following terms and conditions:
  - i. The coupon code must be entered by the customer at the time of making payment for the examination or program. Failure to do so does not entitle the user to a refund of the coupon discount amount after the purchase for the enrollment is complete. We cannot retro-actively apply coupon discounts for examination or program purchases already completed.
    1. All coupon codes we issue are non-negotiable.
    2. Unless specifically noted, coupons are valid for one use per customer.
    3. We reserve the right to cancel or reject any order if in our opinion the coupon used was unauthorized, ineligible, obtained illegally or altered in any way.
    4. Discount coupons may not be used on orders which have already been discounted
    5. The coupon codes we issue may be used for online purchases only.
  - vii. Any variation of coupon code terms and conditions is entirely at the discretion of the company.

**7. Re-activation of Expired Programs**

- a. If a student's program expires (has exceeded the time approved for completion), the learner account can be re-activated upon payment of a \$50 re-activation fee. The re-activation fee will cover all costs associated with reactivation of the account and all administration costs. Once re-activated, a revised expiry date will be approved by the Program Director.

**8. Eligibility Information**

- a. In order to enroll in a particular program, there MAY be specific eligibility criteria that must be met. Prior to gaining access, a candidate must agree that they meet these criteria and that they agree to these Terms and Conditions. Failure to do so will result in access not being granted. Should a candidate agree that they meet the required eligibility criteria but it is subsequently found that they do not, this MAY result in cancellation of any completion awards (e.g.: credentials; certificates; Continuing Education Units etc.)



## **9. Evidence of Eligibility Information**

- a. In cases where a candidate is not required to upload copies of eligibility information at the time of enrolling in a program, THE COMPANY reserves the right to request proof/evidence of existence of any eligibility information that has been agreed to by a candidate, at any time. Such proof/evidence may be supply of original or notarized copies of relevant documents and/or further evidence of supervised fieldwork by the appropriately qualified individual.
- b. In cases where a candidate is required to upload copies of eligibility information at the time of enrolling in a program, THE COMPANY reserves the right to request additional proof/evidence of existence of any eligibility information that has been uploaded by a candidate, at any time. Such proof/evidence may be supply of original or notarized copies of relevant documents and/or further evidence of supervised fieldwork by the appropriately qualified individual.

## **10. Right to Sharing of Information**

- a. If the cost of tuition has been contributed to in part or in full by an employer, or if you have been issued a Coupon Code by your employer; school; school district or other organization, you agree that THE COMPANY has the right to share information related to your learner account and activity related to examinations with said employer as it deems appropriate. Such information might include (neither complete nor exhaustive):
  - i. Progress
  - ii. Completion dates
  - iii. Enrollment dates
  - iv. Time stamps including:
    - System Access
    - Completion
- b. If, for any reason, you or THE COMPANY is subject to legal proceedings and information that may contain information related to you or your activity is subject to subpoena.

## **11. Public Registry Information**

- a. For people completing particular Applied Behavior Analysis examinations and programs, there is a requirement that the individuals names, location (State only) and some other non-identifying information, is entered into the Qualified Applied Behavior Analysis Certification Board public registry. The purpose of the registry is to allow people completing approved ABA coursework to subsequently complete requirements for the QASP and ABAT credentials. Where a course or program has this requirement, this is highlighted and agreed to during the registration and enrollment process.

## **12. Suspension and Revocation of Certification**

- a. In the event of suspension or revocation of a certification, the certified person agrees to refrain from further promotion of the certification while it is suspended and/or revoked pending resolution of allegation or concern.

## **13. Right to Contact Subscribers**

- a. THE COMPANY reserves the right to contact a subscriber, for the purposes of promoting products and/or services, when said subscriber has provided contact information as part of enrollment. Personal subscriber information will never be shared with a third party and THE COMPANY will make every effort to protect and keep private said information at all times other than that covered by clause 11a.

## **14. Right to Revise Terms and Conditions**

- a. THE COMPANY may, at any time, revise the Terms and Conditions contained herein by updating this posting. You will be bound by such revisions and, therefore, should periodically visit this page on the Site to review the then-current Terms and Conditions that are in effect.