

Terms and Condition

1. **Related Brands:**

- a. These Terms and Conditions relate to the following brands, websites, sub-brands or other website domains which may redirect to the brands and websites named below, and shall hereto be referred to as "THE COMPANY":
 - i. Innovative Learning; innovative-learning.com; College of Applied Human Services (CoAHS); coahs-edu.org; Project Optimal; projtoptimal.com

2. **Downloading and Use of Materials**

- a. The content comprising the Course 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.
- b. The Materials are made available for use without requiring you to first obtain permission, but only for your limited, non-commercial, personal training.
- c. THE COMPANY expressly prohibits the use, copying, display, publication, distribution, transmission, modification, reposting or exploitation of any Materials downloaded from the Site for any commercial or non-personal purposes, and permits only the limited purpose mentioned above.
- d. While THE COMPANY makes a reasonable effort to ensure that the Materials on the Site are accurate and up-to-date, THE COMPANY makes no representations or warranties as to the fitness of the Materials for your training purposes, or the accuracy of the data and information contained in the Materials. THE COMPANY assumes no liability or responsibility for any errors, omissions or deficiencies in the content of the Materials.
- 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.

3. **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.

4. 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.

5. 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.

6. Refund and Cancellation Policy

- a. Basis upon which refunds are calculated and paid:
 - i. For a student who has entered and completed 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 using the percentage of the course completed up to 50% as at the last date of activity on the Learning Management System (LMS) and will be paid within forty-five (45) calendar days from the date of determination (DoD).
 - ii. 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.
 - iii. If a course series or program is paid for in advance, whether at full tuition or at a discounted tuition or is part of a promotion, refund requests are accepted for consideration within 30 days of the date upon which tuition is received by THE COMPANY. If a refund request is received after 30 days of the date upon which tuition is received, then a refund not exceeding 50% of the tuition paid will be made for all courses that have not been entered.
 - iv. 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, 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.
 - v. 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 in

advance. For these purposes, Tuition is considered to have been received by THE COMPANY upon signing of the payment plan agreement.

- vi. 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.
 - vii. The date of determination is the date upon which the student receives notice of the outcome of the refund request.
 - viii. A 10%, of the full program cost, administration fee will apply to all refunds.
 - ix. All refunds due will be made within forty-five (45) calendar days of the Date of Determination.
 - x. 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.
- b. Cancellations:
- i. Eligibility: Some courses and programs require a student 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.
 - ii. 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.
 - iii. 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.
 - iv. If a student's enrollment is cancelled, 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. Exceptions and variations to this fee are entirely at the discretion of THE COMPANY and will be determined on a case by case basis.

7. 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 course 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 course or program purchases already completed.
 - ii. All coupon codes we issue are non-negotiable.
 - iii. Unless specifically noted, coupons are valid for one use per customer.
 - iv. 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.
 - v. Discount coupons may not be used on orders which have already been discounted
 - vi. 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.

8. 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.

9. 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.)

10. 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.

11. 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 coursework with said employer as it deems appropriate. Such information might include (neither complete nor exhaustive):
 - i. Course Progress
 - ii. Completion dates
 - iii. Enrollment dates
 - iv. Time stamps including:
 - Lesson completion
 - Quiz completion

12. Public Registry Information

- a. For people completing particular Applied Behavior Analysis courses 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.

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 course 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.