

Hinsley & Associates, LLC
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eLearning Courses

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This Program is intended and designed for individuals aged 18 and above. The content in this Program is designed for persons obtaining a teaching credential, who already have a teaching credential, or who are obtaining hours to renew a teaching credential.

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If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment otherwise the Program will not continue and we reserve the right to terminate your access to the Program and all Content immediately and permanently.

If you fail to make payment in a timely manner in accordance with these T&C or voluntarily decide to withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you choose.

Your satisfaction with the Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Program we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Program and no refunds will be provided to you at any time. By using and/or purchasing our Program, you understand and agree that all sales are final and no refunds will be provided.

Since we have a clear and explicit Refund Policy in these T&C that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

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Your License to the Company.

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You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company’s sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

This means you give the Company permission to use anything you submit or post in the Program or any third-party forum or website operated by the Company, or anything captured by the Company during your participation in the Program, including images in which your face is visible and recognizable.

Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to us, you should request permission in writing BEFORE you use the Content by completing the “Contact” form on the website.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written

permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

Your Conduct in the Program

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public. You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company's website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

You are strictly forbidden from the following:

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program with anyone else

Username and Password

To access certain features of the Program, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

Termination

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these T&C with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

Personal Responsibility, Assumption of Risk, Disclaimers, and Indemnification

1. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

2. The Program and Content provide information and education only, and do not provide any financial, legal, medical or psychological services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

3. Earnings and Results Disclaimer. You agree that Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.

4. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

5. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.

6. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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8. Security: Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

9. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws. The nearest state and federal court to Tyler, Texas shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these T&C. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these

courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

10. The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. You agree to defend, indemnify and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these T&C, (ii) any breach by you of these T&C or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

12. You expressly agree that these T&C are intended to be as broad and inclusive as permitted by the law of the State of Texas, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

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