

Online Registration and Enrollment Agreement

THIS AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES.
PLEASE READ IT CAREFULLY AND PRINT A COPY FOR YOUR RECORDS.

Scope of Agreement: Under this Agreement ("Agreement") GlobalED Virtual University, GlobalED TaxED Center, GlobalED Insurance Institute, and GlobalED ("we," "our" or "us") makes available online information and services (the "Service") to registered subscribers and authorized users ("you," "your" or "user"). By selecting "ACCEPT" when registering or if you use the Service as a non-registered user or third party enroller ("Registrant"), you agree to be bound by this Agreement. The term "use" means the use and availability of, access to, transmission to or from or any exchange of information or communication in connection with or arising from this Service.

Qualification & Approvals: The IRS and many State Insurance Department's require provider approvals and all such approvals are identified and disclosed on our website enrollment and registration page(s). All our insurance prelicensing and continuing education courses that require insurance department approval are approved to fulfill the Pre-Licensing and Continuing Education Requirements established by state Insurance Department Regulators. Documentation to validate such provider approval are made available in our Certificates of Completion via provider and course approval numbers and where appropriate on the GlobalED website.

Online Courses: GlobalED Virtual University is a Multistate Online prelicensing, exam preparation and continuing education provider. Some courses are highly regulated by governing authorities, some of whom require candidates take each Chapter or Module in sequence and pass a chapter quiz before being allowed to progress to the next chapter. In this instance, all chapter quizzes must be passed with a minimum score of 70% before being allowed to take a Practice Exam in preparation for their Monitored Final Exam (MFX) if required.

Practice Exams and Exam Sims: GlobalED guidelines suggest that prior to a student taking their Monitored Final Exam (MFX) they pass at least one practice exam. These guidelines are subject to change from time to time but under no circumstance will any student be allowed to take a Monitored Final Exam without first passing at least one practice or simulated exam. GlobalED offers unlimited practice and simulated examination attempts to qualify for the Monitored Final Exam.

SR2 Study Method: GlobalED has developed a proprietary SR2 Study System that it uses for Insurance Prelicense Courses due to its unsurpassed success. The SR2 utilizes the Score Report that is produced after every Practice Exam and Exam Sim to target specific topical content to accelerate exam scores. Students who work with us on how to properly use the SR2 have an over 90% first time pass rate on their state exams. This SR2 process shall be *required* when any governing authority measures provider performance by the number of certificate holders passing their appropriate licensing exam on their first attempt, whenever such performance will determine the provider's eligibility to continue its status as an approved provider. Implementation of the SR2 system takes an average student longer to obtain their certificate of completion but concurrently shortens the licensing process by greatly reducing licensing exam failure. A student who drops due to the rigors of the SR2 system (when required) is not eligible for any refund.

Monitored Final Examination (MFX): Some candidates must take and pass a *Monitored* Final Examination with a minimum passing grade of 70%. No Certificate will be issued until such time that each candidate can successfully pass the MFX with a minimum passing grade of 70%. States vary in terms of who may proctor licensing candidates. Some states may require a written or electronic Affidavit and some states like New York require that Monitors obtain an Approval Document that must be submitted to the provider in addition to an affidavit. **Final Examinations are taken online.** Special Requests may be made for a paper examination by contacting GlobalED directly. GlobalED shall send final exams to the Monitor, not the student when possible, or send to the student the final exam under a special seal that may not be broken. Monitors shall refuse to administer an exam delivered to them via a broken seal.

Course Expiration: Most online insurance prelicense and taxation exam preparation and taxation continuing education expire upon successful completion or 180 days after enrollment or first log-in date. No Refund shall be payable after log-in or course expiration, whichever occurs first.

Reinstatement Period: If a course expires a student may reinstate within 180 days after course expiration upon payment of the Registration Fee in effect at the time of reinstatement plus any difference in course price that may exist at the time of reinstatement. Enrollment beyond the reinstatement period shall be at full price.

Course Transfer: A refund calculation shall be performed for any transfer from a life, accident and health or a life and health combined pre licensing course into a life only or an accident and health or health only course. The refund due shall be applied as a credit to the new course with any balance due paid prior to enrollment. If no refund is due, **the full price of the course shall be required less the non-refundable registration fee.**

Same Course Transfers Due to Change in the Licensing Exam: If the student has **not passed the MFX**, the payment of a **new registration fee and any increase in tuition shall be payable.** The student is required to **complete the NEW COURSE** and qualify for the MFX exam in the same manner as a first time registrant.

If the student has passed their MFX and earned a Certificate of Completion but was unable to take the licensing exam due to no available examination dates remaining before the start of the new exam, the registration fee shall be waived. The student will be required to pay a tuition increase (if any) for the new course.

Non-Transferable: Courses are not transferable from one student to another student.

Registration Information: You will provide us with accurate and complete registration information and advise us promptly of any changes. If you do not, you will be in breach of this Agreement allowing us to immediately terminate your subscription and use of the Service. When you register, you will submit to us a current and active email address and other personal information which may include a social security number if required by the state or federal governing authority; complete business information on the company requesting you obtain a license when appropriate; your own User ID and password, or we may assign an ID or password for you to use; PTIN number; and other course and ancillary information requested by us.

Optional License Examination Fee: Insurance licensing examination fees are Non-Refundable. See the Examination Policies listed in the New York State Insurance Department Licensing Information Bulletin which is available at the examination vendor website and our website. You have the option of registering yourself for the state Licensing Examination or have GlobalED register you for your state licensing examination. If you request us to register you with the licensing examination vendor we will charge you a **non-refundable handling fee in addition to the state licensing examination fee.**

State Licensing Examination: For states requiring a prelicensing course requirement the courses are approved to satisfy the individual state's prelicensing requirement and represent a prerequisite to taking the state licensing examination. You are required to successfully complete the course selected before taking your state exam. If you take your state exam prior to successful completion of the selected prelicensing course ("Breach") such breach shall be reported to the appropriate state insurance department and may result in immediate termination from this service.

Continuing Education Refund Policy: There are NO REFUNDS for CE courses.

There is NO REFUND for XAM-NET only courses.

Exam Prep Refund Policy: All tuition and fees paid for this course are due prior to course enrollment.

- A. **An Online registered user who cancels within 7 days** of registration but never logs into or attends their course will receive a **full refund less the non-refundable registration fee and non-refundable book order (if purchased):**
1. **The \$50 online registration fee is non-refundable.**
 2. **The \$75 classroom registration fee is non-refundable**
 3. The full cost of **course textbooks ordered** (including shipping and tax) **are Non-Refundable**
- B. **If an online registered user cancels the course after log-in there will be NO REFUNDS.**

Classroom Review Course Refunds: Once a registered user attends a classroom session, there are no cash refunds available. The user may opt for a Certificate of Completion and receive 1 credit for each full 50 minute period attended and ½ Credit for every full 25 minute period attended when allowed by regulation. The student may also opt to attend a future class to make up lost time but only for the same calendar year and within 90 days when a drop occurs after November 1. Only one Certificate may be issued per course.

Conduct Policy: Any user not acting in a professional, ethical and trustworthy manner; shows disrespect to other registered or non-registered users, faculty and staff; GlobalED reserves the right to amend course requirements for individual students due to personal or extenuating circumstances. Students who do not follow the required or instructor amended course assignments, or do not adhere to instructor guidance and recommendations; or Speaks or communicates in a derogatory manner toward any person taking the course or toward us will be subject to appropriate disciplinary actions.

Any registered user refusing to correct inappropriate behavior after reasonable attempts by us may be removed from the course and any such removal for disciplinary reasons or for reasons which violate this agreement shall not be entitled to any refund whatsoever. We will not grant a refund under any of the following circumstances: certificate issued, course completion reported to the state department of insurance, more than 60% of the course is completed, registered user removed for behavioral reasons, violation of copyright or proprietary information or for any violation of this agreement.

Course Materials: The only acceptable and appropriate course materials are those provided and sanctioned by GlobalED. Appropriate materials include all books distributed by GlobalED, score reports, SR2, and other course and resources provided by us. Printing of the course material and use of course material in a manner that is not expressly granted by us is strictly prohibited. Unauthorized printing of online course material is a violation of our copyright and grounds for dismissal.

Third Party Registration: If the individual registering for this course is a person other than the registered user, the third party registrant (whether an agent, employee or contractor) acting on behalf of a company, organization of business interest that has a vested interest in the licensing of the registered user is duty bound to **provide a copy of this registration agreement to the registered user**, i.e. the person taking the course.

1. **If the registered user is in any way, directly or indirectly, making payment** for access to this course, the **registered user shall be entitled to receive refunds** in accordance to the terms described herein.
2. **If the registered user has no financial interest in the payment of this course whether by direct or indirect means** the principal represented by the third party registrant shall be entitled to receive any refund or credit in accordance to the terms described herein.

Failure to provide the registered user of this course a copy of this agreement and any refund due shall incur full liability for non-compliance to appropriate governing laws, rules, or regulations for this course.

Any and all financial liability accruing to us attributable to the action or inaction of a third party registrant shall be borne in full by the principal represented by the third party registrant which includes but is not limited to late payment interest at the rate of 18% per annum, all costs associated with the payments of said liabilities and all costs associated with the remedy, recovery and collections of said financial liability incurred by us.

By agreeing to this form, you acknowledge that:

1. You are the person who originally registered and enrolled in this course and that you will provide best efforts to consume all information and take all pertinent quizzes, practice examinations, use the score report and study regiment as the sole means of preparing for your licensing examination, and shall not print or make available to another any copyrighted information contained in this course, OR
2. You are a third party registrant for a registered user of this course and that you will provide a best efforts to preserve all information and see that no one other than the registered user of this course takes any or all pertinent quizzes, practice examinations, use the score report and SR2 as the sole means of preparing for their licensing examination; and shall deny access to anyone other than the registered user of this course; and shall apply a best efforts is seeing that no printing or availability by another of any copyrighted information contained in this course,

Neither the registered user nor third party registrant may allow others to use their ID and password to access this Service, directly or indirectly, to:

1. Attempt to or actually disrupt, impair or interfere with, alter or modify the Service or any Material;
2. Act in a way that affects or reflects negatively on us, the Service, or any other;
3. Transmit or communicate any information in advertising, promotion or solicitation;
4. Collect or attempt to collect any information on others, including passwords, account or other information.
5. Copy or attempt to use copyright protected material in any manner other than its intended use
6. Test or answer questions on behalf of the registered user

Course Accessibility: Course Accessibility is a conditional privilege and not a right of the registered user: Courses are accessible 24/7 and for a period of 6 (six) months after initial enrollment. If there should be material changes to the course within the 6 months of their initial enrollment that is due to content changes in the licensing exam, and the registered user is unable to complete this course in time for the *intended* state licensing examination, the registered user may be asked to pay for any increase in tuition since their enrollment date to transfer into the updated course.

Refunds or re-entry into any course after the reinstatement period has expired as defined herein will not be granted without the full payment of tuition and fees.

Limited Liability and Warranty: You are entirely liable for activities conducted by you or anyone else in connection with your subscription and use of this Service. You must keep your password secret and not disclose it to others. You may not allow others to use the Service, your subscription, or password. If you do, you (a) assume all responsibility and liability associated with such use; and (b) indemnifies and holds us harmless for any such use. We do not warrant the accuracy, completeness, correctness, currentness or other characteristics of any Material available on or through our Service. We will not be liable for any loss or injury resulting directly or indirectly from our Service, whether or not caused in whole or in part by our negligence or by contingencies beyond our control. Neither we nor our suppliers are responsible or liable, directly or indirectly, for any loss or damage caused by use of or reliance on or inability to use or access any of our services, material, content, information, goods or services. Please read the terms of our disclaimer on this site carefully.

YOUR ACCESS TO AND USE OF OUR SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS," or "AS AVAILABLE." THE SERVICE IS FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICE OR OTHERWISE, IS REPLACEMENT OF DEFECTIVE GOODS OR REPERFORMANCE OF DEFECTIVE SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR SERVICE. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

Indemnification: You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including attorneys' fees), in connection with or arising from your breach of this Agreement and/or your use of the Service. We may, if necessary, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any claim or action and then corresponding indemnification obligation will end.

Termination: If our service is provided through a private agreement with a company or organization who wishes to register its employees, contractors or associates we or you can terminate your service at any time upon written notice subject to the terms herein. Termination is your sole right and exclusive remedy if you are not satisfied with our Service. We can terminate this Agreement, restrict or deny your access to and use of the Service immediately and without notice or liability, if you breach this Agreement in any way, and it will not limit any other rights available to us.

Governing Law and Interpretation: If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. The laws of the State of Texas, the County of Lamar govern this Agreement, your subscription to and use of our Service. You must comply with all laws, regulations, obligations, and restrictions which apply to you. You agree that the courts of the State of Texas have exclusive jurisdiction for any claim, action or dispute under this Agreement and that venue shall be in Lamar County, Texas. You also agree and expressly consent to the exercise of personal jurisdiction in the State of Texas.

By selecting "ACCEPT" you agree to be bound by this Agreement and the following acknowledgment:

"By signing or electronically accepting this agreement, I understand that I am registering for and enrolling into an online preclicensing or exam preparation course that has a \$50 non-refundable registration fee; or an instructor led review class that has a \$75 non-refundable registration fee; or a continuing education course that has no refunds; and that course books/textbooks (if purchased) are non-refundable and non-returnable; that the state licensing fees and state examination fee are in addition to the fees, costs, and tuition charged here including all GlobalED fees associated with registering me for my licensing exam; and that GlobalED will direct my preparation for the licensing exam in accordance with this agreement; and I acknowledge printing a copy of this agreement for my personal records. I understand and agree with all the terms and conditions written herein are that this agreement is a binding contract between you and me."