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It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site or any Applications. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us.

YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

Please also refer to the AFLPS.COM Terms of Service and Privacy Policy, each of which is incorporated herein by reference.

AFLPS.COM provides an online portal for professionals to take quality continuing education courses.

1. Privacy Policy. AFLPS.COM respects your privacy and permits you to control the treatment of your personal information. A complete statement of AFLPS.COM'S current Privacy Policy can be found by clicking [here](#). AFLPS.COM'S Privacy Policy is expressly incorporated into this Agreement by reference.

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5. **REFUND POLICY.** You will receive a full refund, minus an \$8.00 processing fee, prior to attempting the final exam, you cancel the enrollment contract within 30 business days of registering including Saturdays, Sundays, or holidays. Refunds are issued within 30 days of the effective date of termination. If you have not successfully completed the course within 270 days, your registration will be cancelled automatically and you will not be eligible for a refund.

6. DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting us. See the "Legal Contact Information" below. In the unlikely event that the AFLPS.COM is unable to resolve your complaint to your satisfaction (or if AFLPS.COM has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in Justice Court rather than in a court of general jurisdiction. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. While in some instances, upfront costs to file an arbitration claim may exceed similar costs to bring a case in court, for any non-frivolous claim that does not exceed \$10,000, AFLPS.COM agrees to pay one half of all costs of the arbitration. Moreover, in arbitration you may recover attorney's fees from AFLPS.COM to the same extent or more as you would in court.

You may speak with independent counsel before using this Site or completing any purchase.

Arbitration Agreement:

(a) AFLPS.COM and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "AFLPS.COM," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in Justice Court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and AFLPS.COM are each waiving the right to a trial by jury or to participate in a class action. These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to AFLPS.COM should be addressed to:

Notice of Dispute, General Counsel, AFLPS.COM, (ACADEMY FOR LICENSED PROFESSIONALS, LLC), 624 Six Flags Drive, Suite 203 Arlington, Texas 76011 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If AFLPS.COM and you do not reach an agreement to resolve the claim within 90 days after the Notice is received, you or AFLPS.COM may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AFLPS.COM or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AFLPS.COM is entitled.

The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. You may obtain information there about the arbitration process including information about providing notice to Aflps.com. The arbitrator is bound by these Terms.

Unless ACADEMY FOR LICENSED PROFESSIONALS, LLC and you agree otherwise, any arbitration hearings will take place in Tarrant County, Texas. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings of fact and conclusions of law on which the award is based.

The parties agree that any awards or findings of fact or conclusions of law made in an arbitration of their dispute or claim are made only for the purposes of that arbitration, and may not be used by any other person or entity in any later arbitration of any dispute or claim involving Aflps.com. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which AFLPS.COM was a party. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AFLPS.COM for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$10,000 in damages, the payment of these fees will be governed by the AAA rules. An award may be entered against a party who fails to appear at a duly noticed hearing.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AFLPS.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the parties agree that any injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for any such error. Each party will bear its own costs and fees on any such appeal. Notwithstanding the foregoing, both parties hereby waive the right to appeal any arbitration award other than an award providing injunctive relief. Further, unless both you and AFLPS.COM agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this specific arbitration provision shall be null and void.

(g) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, other than as part of an appeal to a court of competent jurisdiction.

(h) The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

7. Additional Terms. Some AFLPS.COM Services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

8. Reviews, Comments, Communications, and Other Content. At various locations on the Site or through Applications, AFLPS.COM may permit visitors to post comments, ratings, reviews or other content (the "User Content"). Contributions to, access to and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms of Use.

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If Aflps.com's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, AFLPS.COM reserves the right to delete those files or to stop those processes. If the AFLPS.COM technical staff suspects a user name is being used by someone who is not authorized by the proper user, AFLPS.COM may temporarily disable that user's access in order to preserve system security. In all such cases, AFLPS.COM will contact the member as soon as feasible.

AFLPS.COM has the right (but not the obligation), in our sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location or otherwise change any User Content.

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OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK.

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that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above written information must be sent to our registered Copyright Agent:

Copyright Agent
ACADEMY FOR LICENSED PROFESSIONALS, LLC
624 Six Flags Drive, Suite 203
Arlington, Texas 76011

Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court covering Tarrant County, Texas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company's sole discretion.

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