

# **Terms of Service and Enrollment Agreement**

## **Nevada Real Estate Practice**

**(Nevada approved real estate salesperson pre-license course)**

**Student Manual/Catalog Effective Date: April 24, 2019**

**OnlineEd, Inc.  
7405 SW Beveland Road  
Portland, OR 97223  
1-866-519-9597  
(702) 385-4110**

THIS AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES. PLEASE READ IT CAREFULLY

### **Scope of Agreement**

Under this Agreement (“Agreement”), OnlineEd®, Inc., (“we,” “our” or “us”) makes available online information and services (“service,” “services,” or “the service”) to registered subscribers or authorized users (“you,” “your,” “subscriber,” “user,” or “student”). You will become a registered subscriber by inputting any information into any registration or enrollment field requested during the registration or enrollment process or if you use any part of the service with or without registering for the service. As a registered subscriber, you are agreeing 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 the service.

### **Registration Information**

You will provide complete and accurate information during the registration or enrollment process. If you do not, you will be in breach of this Agreement, thereby allowing OnlineEd® or its resellers to terminate your subscription and use of the service without notice, refund, or credit. When you register, you will need to provide a valid and unique (not shared) e-mail address and select a password.

### **Enrollment Period**

The *Starting Date* for the Nevada Real Estate Practice course is the date OnlineEd receives your payment, in whole or in part, for the course. The *Ending Date* for the course is 120 days from the *Starting Date*.

The *Enrollment Period* for the course is 120 days and is the period between the *Starting Date* and *Ending Date* of the course. The Enrollment Period expires at the same time of day you made your purchase on the last day of the period. Refunds may be available during the Enrollment Period under specific circumstances as set forth under Cancellation and Refunds. There are no refunds available after the Ending Date of the Enrollment Period for any reason.

### **Course Access Period**

The *Course Access Period* is 365 days from the Enrollment Date. The Period expires at the same time of day you made your purchase on the last day of the period. During the Course Access Period, you will have access to your course. There is no access to the course or program after the Course Access Period is expired. If you wish to access the course after the Course Access Period, you will need to enroll in the course again at the then posted catalog price.

### **About the Course**

The OnlineEd Nevada Real Estate Practice course is the 90-hour course required by the Nevada Real Estate Division in order to obtain a Nevada real estate salesperson license. While the Nevada Real Estate Division makes no endorsement of any particular provider's course, the Division has approved and certified our course as meeting their requirements for an approved real estate pre-licensing course. The course is designed and delivered as a prerequisite to sitting for a real estate salesperson license examination and is not intended as legal, accounting, or other professional advice. The course includes the topics of instruction required by the Nevada Real Estate Division and should not be considered as an all-inclusive course on all matters involving real estate.

In order to receive a Certificate of Course Completion for the OnlineEd Nevada Real Estate Practices course, you must successfully complete all of the OnlineEd course requirements; pass the required review exercises, and a final examination with their stated minimum passing scores.

You can complete the course at your own pace, but must finish it during the Course Access Period. Our course meets with Nevada Real Estate Division requirements to take the average student 90 hours of study to complete. While we provide instructors and technical support personnel to help you complete the course, the course is an Internet, self-study course, and delivered without required progress with respect to proceeding through the course to completion. This means you are solely responsible for your own progress and completion of the course. We will not prompt, guide or otherwise harass you to complete your course.

As an internet-delivered course designed for self-study, we offer no make-up session for

absences, ISP outages, computer technical issues or other items beyond our express control. Once registered for the course, you must complete it within the designated Enrollment Period or your course, including access to it, will expire and we will not issue you credit or refund. We ask you to plan accordingly to complete your course in a timely manner. For example, for the average student, if you study for 8 hours per day; it will require 11.25 days to complete the course. If you study for 4 hours per day; it will require 22.5 days to complete the course. And, if you study for just 2 hours per day; it will require 45 days to complete the course.

### **Pricing and Payment**

We state the current price of our course in the online course catalog at [www.OnlineEd.com](http://www.OnlineEd.com). This stated price includes a 10% registration fee, a \$55 coursebook publication fee if you purchased textbooks, with the remaining balance of the price considered your course tuition.

You must pay for the course in full at the time of registration. We process your payment through a secure server using a third-party credit card processing site. If you do not have a credit card, you can pay by check, but we will not give you access to the course until your check clears our bank. We do not accept online checks.

We do not give credit or offer a reduction in pricing for previous training. In order to receive an OnlineEd Course Completion Certificate, you must complete our entire course.

### **Disclaimer Regarding Job Placement**

**Upon completion of the Nevada pre-license course, you should be prepared to pass the Nevada real estate salesperson's examination. However, we do not guarantee that you will actually pass the examination. WE DO NOT WARRANT THAT EVEN IF YOU PASS THE NEVADA REAL ESTATE SALESPERSONS EXAMINATION THAT YOU WILL BE ABLE TO FIND A POSITION REQUIRING A NEVADA REAL ESTATE SALESPERSONS LICENSE.**

### **Student Indemnification**

Please refer to NRS 394.553 and NAC 394.652 for information on the Nevada State Student Indemnification Fund.

### **Student Conduct Policy**

You must to show respect, courtesy, and consideration when visiting the school, communicating by phone or by Internet with instructional staff, customer service representatives, and technical support staff throughout the educational program. Appropriate behavior includes, but is not

limited to conducting yourself in a professional, legal, and cooperative manner that is not disruptive, harassing, intimidating, or dangerous. Deviation from these standards may result in disciplinary action.

*Disciplinary Action* – We issue warning notices by email, US Mail, fax, or verbally. These notices are issued for failure to maintain the student conduct standard for not complying with school conduct policy. Failure to improve conduct may result in Suspension or Termination.

*Suspension* – We issue a suspension if you fail to comply with previously issued disciplinary action warnings. You will be suspended for a to be determined period and continuing with school/the program is contingent upon meeting our identified standards issued with the suspension.

*Termination* – If we issue a termination notice, this means you are permanently withdrawn from school.

*Cheating* - Cheating will result in referral to the Nevada Real Estate Division for investigation. Because we do not wish to jeopardize our integrity or risk our approval as a postsecondary school, we report all cheating to the Division. We define cheating as allowing someone other than you, the student, to complete any part of the course.

ALTHOUGH THE SCHOOL HAS ESTABLISHED A PROCESS THAT INCLUDES A WARNING BEFORE TERMINATION, THE SCHOOL RETAINS THE AUTHORITY, AT ITS SOLE DISCRETION, TO IMPOSE IMMEDIATE TERMINATION, WHEN THE SCHOOL DEEMS APPROPRIATE

### **Withdrawal, Cancellation, and Refund Information**

Our refund policy is outlined in NRS 394.449:

NRS 394.449 - Requirements of policy for refunds by institutions.

1. Each postsecondary educational institution shall have a policy for refunds which at least provides:

(a) That if the institution has substantially failed to furnish the training program agreed upon in the enrollment agreement, the institution shall refund to a student all the money the student has paid.

(b) That if a student cancels his or her enrollment before the start of the training

program, the institution shall refund to the student all the money the student has paid, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$100, whichever is less.

(c) That if a student withdraws or is expelled by the institution after the start of the training program and before the completion of more than 60 percent of the program, the institution shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or \$100, whichever is less.

(d) That if a student withdraws or is expelled by the institution after completion of more than 60 percent of the training program, the institution is not required to refund the student any money and may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.

2. If a refund is owed pursuant to subsection 1, the institution shall pay the refund to the person or entity who paid the tuition within 15 calendar days after the:

(a) Date of cancellation by a student of his or her enrollment;

(b) Date of termination by the institution of the enrollment of a student;

(c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or

(d) Last day of attendance of a student, whichever is applicable.

3. Books, educational supplies or equipment for individual use are not included in the policy for refund required by subsection 1, and a separate refund must be paid by the institution to the student if those items were not used by the student. Disputes must be resolved by the Administrator for refunds required by this subsection on a case-by-case basis.

4. For the purposes of this section:

(a) The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.

(b) The period of time for a training program is the period set forth in the enrollment agreement.

(c) Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees.

### **Additional Refund Information**

If a third party paid for your course, then the third party is the owner of your course and can terminate the course at any time and without our notice to or approval from you. We give refunds under this clause to the third party and not to you. In order to prevent this from happening, you should come to agreement with the third party as to how this situation will be handled. Barring no agreement provided us, when we issue a refund to the third party and terminate your account, we will reinstate you in the course, provided you make request and full payment within 30 days from termination. If you do not reinstate within 30 days, you will need to start the course over from the beginning.

If you request a refund for bundled packages, we may refund you the cost of textbooks, provided you return them to us shipping prepaid, unused, in new and resalable condition, and in the original packaging. You are responsible for the cost of shipping a return back to us. We will not refund shipping charges incurred for shipping a product to you because of your purchase. When we offer an item with free shipping, we deduct from your refund the actual cost of shipping you the order. When returning items to us, you should package returned items carefully and request a tracking number from your shipper. We will not be responsible for items lost or damaged in transit back to us. Items not returned in order for us to facilitate a timely refund to you will be processed without any credit for the returned item. There will be no credit for a returned item if it does not reach us within 15 days. Acceptance of the condition of the returned item is subject to our approval. Please understand that we are not a store and have no means of reselling unused, unpackaged, outdated, or damaged items. If your pre-license course was bundled with another course (one other than pre-licensing), and you completed any part of that course, in whole or in part, the current listed price of the course will be withheld from the refund.

OnlineEd may honor post-sale rebate requests for differences in product pricing due to promotions or coupons only if the request is made within 3 business days of purchase. OnlineEd will not honor rebate requests for any products after 3 business days of purchase and will not price-match any competitor's products after a purchase is completed

### **Limited Liability and Warranty**

You are entirely liable for activities conducted by you or anyone else in connection with your subscription and use of our web site, course, delivery method, and service. You may not disclose your password to any other person. You may not allow others to use our web site or service with your username or password; if you do, you assume all responsibility and liabilities associated with such use; and indemnify and hold OnlineEd® harmless for any such use. OnlineEd® does not warrant the accuracy, completeness, timeliness or other characteristics of any material

available on or through our service. OnlineEd® will not be liable for any loss or injury resulting directly or indirectly from our service, whether or not caused completely or in part by our negligence or by contingencies beyond the control of OnlineEd®. Neither OnlineEd® or its 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 services, material, content, information or goods offered. Please carefully read all disclaimers on this site, including, but not necessarily limited to, the one below:

DISCLAIMER: 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. 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 OF SERVICE OFFERED THROUGH OUR SERVICE OR US. WE ARE NOT AND WILL NOT BE A PARTY OT ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY REFERRED TO OR BY OUR SITE.

### **Indemnification**

You agree to defend, indemnify and hold OnlineEd®, its employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses, including attorney’s fees, in connection with or arising from your breach of this Agreement and/or your use of the service. OnlineEd®, if necessary, may participate in the defense of any claim or action and any negotiations for settlement. No settlement that may adversely affect OnlineEd’s® rights or obligations shall be made without OnlineEd's® prior written approval. OnlineEd® reserves the right to, at its own expense and without notice to you, assume exclusive defense and control of any claim or action, and then its corresponding indemnification obligation will end.

### **Governing law and Interpretation**

If any term of this Agreement or any modification or amendment hereto is held invalid, illegal or unenforceable, the remaining portions shall not be affected. The laws of the State of Oregon shall govern this Agreement, your subscription and use of our service. You must comply with all laws, regulations, obligations and restrictions that apply to you. You agree that the courts of the State of Oregon have exclusive jurisdiction of any claim, action or dispute under this Agreement and that venue shall be in the county of Multnomah. You also agree and expressly consent to the

exercise of personal jurisdiction in the State of Oregon.

Student Manual Incorporated by Reference: The provisions of the Student Manual dated March 1, 2018, are incorporated herein and by reference made a part hereof.

Questions may be sent by email to [mail@onlineEd.com](mailto:mail@onlineEd.com) or by telephone to (702) 385-4110 or Toll free (866) 519-9597 or by US Mail to OnlineEd Corporate Headquarters, 7405 SW Beveland, Portland, OR 97223. Nevada school records are maintained at 3555 West Naples Drive, Las Vegas, Nevada 89103.

### **Confirmation of Age**

The law requires that anyone taking this course must be 18 years of age or older. By agreeing to this Enrollment and Terms of Service Agreement you are acknowledging under the penalties of perjury that you are 18 years of age or older.

**By signing this agreement, you confirm you understand its context and have received a copy of the catalog or brochure and understand it is part of the enrollment agreement.**