

# Enrollment Agreement

## Oregon Real Estate Pre-License Education

### Introduction

OnlineEd, LLC (“OnlineEd” or “We” or “Us”) is an online vocational school that provides educational resources for students who seek to pursue and advance their professional goals. Before any student can enroll in our courses, the terms of this Enrollment Agreement must be accepted.

### I. Course Description

OnlineEd’s website is located at [www.OnlineEd.com](http://www.OnlineEd.com) (“Website”). Our Website provides thorough and detailed information about each course that we offer. That information can be found in numerous locations on our Website, including the applicable course Catalog, Terms of Service, General Information Page, or Syllabus (jointly and severally, the “Course Description Materials”).

Information contained in the Course Description Materials is not fully repeated in this Enrollment Agreement. Rather, the Course Description Materials are intended to supplement and work in conjunction with this Enrollment Agreement. Accordingly, the Course Description Materials are hereby incorporated by reference.

You must review the Course Description Materials before completing your understanding, acceptance, and execution of this Enrollment Agreement.

### II. Course Timelines

#### A. Enrollment

The date of enrollment is either (a) the date that we receive a signed copy of this Enrollment Agreement from you, or (b) the date when you electronically submit your information through our secured Website.

#### B. Course Completion

To obtain a license, you must first complete certain educational requirements that are prescribed by the applicable licensing agency. The requirements vary by state and are provided in the Course Description Materials. There, you can learn specific details about the content of the course(s) relating to this Enrollment Agreement. Generally, the requisite course time is spent engaging in the following activities:

- reading and reviewing the provided text to ensure concept understanding,
- completion of chapter review exercises and quizzes,
- completion of practice questions, and
- studying for and passing the course final examination.

Because our courses are delivered via the internet, they can be completed at your own pace, so long as you finish before access expires.

### **C. Access Expiration**

You are afforded one (1) year to complete a course. Access to the course will be terminated three hundred and sixty-five (365) calendar days after enrollment. This termination will occur even if the course is not completed, and no refund will be issued.

If program access expires, you may petition for re-activation and inquire about extension options which may be available. Re-activation or extension petitions should be submitted by email to [schooldirector@onlineed.com](mailto:schooldirector@onlineed.com) or via telephone at (866) 519-9597. Extension charges or re-enrollment fees will likely apply.

## **III. Student Conduct Policy**

### **A. Decorum**

You are expected to extend respect, courtesy, and consideration to others throughout the education program, including while participating in any interactive coursework and/or during any communication with our staff members (i.e., instructors, customer service representatives, and technical support specialists). Appropriate behavior includes conduct that is professional, legal, and cooperative; appropriate behavior does not include conduct that is disruptive, harassing, intimidating, or dangerous.

### **B. Integrity**

Misrepresentation of personal identity is strictly forbidden for all OnlineEd courses. This prohibition is particularly applicable during the registration or enrollment process. Falsifying personal information, forgery, and misrepresentation may result in immediate disciplinary action. Consequences may also be imposed by state and/or federal agencies.

With regard to coursework, you are expected to attend your own classes, complete your own assignments, and take your own examinations. If you allow a different person to participate in

coursework on your behalf, such action constitutes cheating. Cheating is strictly prohibited. Moreover, cheating may result in fines, license suspension/revocation or other penalties. Because we do not wish to jeopardize our good standing with applicable regulators, all cheating will be reported to the appropriate authorities.

### **C. Disciplinary Action**

If you fail to adequately maintain the standards of decorum and integrity, or otherwise breach the terms of this Enrollment Agreement, either verbal or written warning(s) will be issued. Failure to improve conduct may result in suspension or termination.

#### **1. Suspension**

If you fail to comply with previous warning(s), you may be suspended for a specified period. Although suspension is intended to be temporary, you will not be reinstated unless and until you can demonstrate compliance with the terms of this Enrollment Agreement.

#### **2. Termination**

If suspension is considered an insufficient penalty, we reserve the right, in our sole discretion, to pursue termination. Termination results in your permanent withdrawal from any enrolled course(s). Such action may be taken whenever it is deemed appropriate and/or necessary. Moreover, termination can occur immediately, without preceding notice or warning.

## **IV. Cancellation and Refunds**

### **A. Rebates**

**Post-Sale Rebates.** OnlineEd occasionally offers promotions which temporarily discount the pricing of certain products. If a product is discounted after it was purchased, OnlineEd will not issue any rebate or partial refund to reflect the temporarily discounted price.

**Price-Matching.** OnlineEd may match lower pricing of a competitor if: (i) the purchaser submits a request, with documentation of the competitor's price, to OnlineEd within three days of the subject sale, and (ii) OnlineEd, in its sole discretion, determines that the competitor's product is substantially similar to the applicable product that was purchased from OnlineEd

### **B. Cancellation and Withdrawal Requests**

Before course materials are accessed, you may cancel enrollment. After course materials are accessed, you may withdraw from enrollment. You may cancel or withdraw by providing written notice to us. Notice can be submitted via email to [School\\_Director@OnlineEd.com](mailto:School_Director@OnlineEd.com) or by mail to the following address: OnlineEd, School Director's Office, 14355 SW ALLEN BLVD STE 240 BEAVERTON, OR 97005-4700. US Postmark shall constitute the date of delivery.

As described in Section IV(C) of this Enrollment Agreement, refund amounts may vary, and certain fees may apply.

### **C. Refund of Tuition Costs and Fees**

We issue refunds in accordance with the requirements of state law. Those requirements can be found in Oregon Administrative Rules 715-045-0037 and are incorporated by reference herein. We hereby adopt the provisions of that statute as our policy. For your convenience, we summarize the pertinent portions of our policy as follows:

- If you have not yet accessed the course materials, and you cancel enrollment within 5 business days of the enrollment date, then you are entitled to a refund of the amount paid.
- If you have not yet accessed the course materials, and you cancel enrollment after 5 business days of the enrollment date, then you are entitled to a refund of the amount paid, minus a registration fee in the amount of fifteen percent (15%) of the tuition cost.
- If you have already accessed the course materials, and you withdraw or are terminated from enrollment before completing fifty percent (50%) of the total lesson assignments, then you shall be entitled to a pro rata refund of tuition. In addition to the pro-rated tuition charge, we may retain the registration fee (15% of tuition cost), a withdrawal fee of twenty-five dollars (\$25), and any other applicable fees.
- If you have already accessed the course materials, and you withdraw or are terminated from enrollment after completing fifty percent (50%) or more of the total lesson assignments, then you shall not be entitled to any refund.

### **D. Refund of Bundled Items, Promotions, Textbooks, Surcharges and Incentives**

Subject to the provisions referenced in Section IV(C) of this Enrollment Agreement, we do not refund textbooks costs, surcharges, shipping charges, promotional items, or additional courses and items bundled with your original course.

### **E. Third Parties**

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. In order to prevent this from happening, you should discuss with the third party how this situation will be handled.

### **F. Transfers**

If, after enrollment, you decide that you do not wish to continue with the course, you may transfer course access to a different person. However, **OnlineEd reserves the right, in its sole discretion, to accept or deny transfer requests.** Transfer requests will not be accepted if you have already accessed the course materials or if course access has expired. Any transferred course will remain subject to the same terms and conditions set forth in this Enrollment

Agreement, including the applicable expiration schedule. If you transfer a course to a different person, no party will be eligible to receive a refund for that course.

## **V. Contact Information**

Any inquiry a student may have regarding this contract may be made in writing to OnlineEd or to the Higher Education Coordinating Commission.

### **A. OnlineEd**

You can submit written inquiries to us via email at [School\\_Director@OnlineEd.com](mailto:School_Director@OnlineEd.com) or by mail at 14355 SW ALLEN BLVD STE 240 BEAVERTON, OR 97005-4700. You can also contact us via telephone at (866) 519-9597.

### **B. State Agency**

You can submit written inquiries to the Higher Education Coordinating Commission at 3225 25<sup>th</sup> Street SE, Salem, OR 97302. The Higher Education Coordinating Commission can also be contacted via email at [info.hecc@hecc.oregon.gov](mailto:info.hecc@hecc.oregon.gov) or via telephone at (503) 378-5690. Further contact information is available on the Higher Education Coordinating Commission's website at [www.oregon.gov/highered](http://www.oregon.gov/highered).

## **VI. Student Acknowledgements**

### **A. Receipt and Review of Course Description Materials**

I understand that the Course Description Materials are part of this Enrollment Agreement. I have received a copy of the Course Description Materials and understand the information contained therein.

### **B. Inquiries**

I have been advised that if I have questions, I may contact OnlineEd and/or the Higher Education Coordinating Commission via the methods provided in Section V of this Enrollment Agreement.

### **C. Acceptance**

After receiving, reviewing, and understanding the Course Description Materials and each section of this Enrollment Agreement, I HEREBY ACCEPT AND AGREE TO THE TERMS OF THIS ENROLLMENT AGREEMENT.

I further understand that my acceptance of this Enrollment Agreement will be manifested electronically when I purchase the course from OnlineEd's Website. Specifically, when I click

the “Purchase” button, I assent to the terms and conditions of this Enrollment Agreement. I agree that my online acknowledgment and click-through of this Enrollment Agreement is legally binding.

**D. Confirmation of Age**

The law requires that anyone taking this course must be eighteen (18) years of age or older. By agreeing to this Enrollment Agreement, I acknowledge, under penalty of perjury, that I am 18 years of age or older.