

ENROLLMENT AGREEMENT

Terms and Conditions

Registration

Students must provide accurate and up-to-date information when registering for a course. Failure to provide accurate and up-to-date information will be breach of contract and may result in the termination of your registration and forfeiture of fees. You certify that you are the person that enrolled for the course and you are the only person that has participated in the online course or taken any quizzes or tests.

Requirements for Completing Courses

Please refer to the directions on your course home page for specific instructions regarding the completion of your course and the "Introduction" lesson located at the beginning of each course. To complete the course and receive your Completion Certificate and receive credit from the Texas Real Estate Commission, you must successfully complete the following requirements:

- Complete the online course and when required successfully complete the quizzes and tests.
- Complete, sign and date and email to us a Texas Real Estate Commission Course Completion Form (TREC Form 9-7). This form is available by using the link on our website or on the TREC website.
- We will sign and send Form 9-7 to the Texas Real Estate Commission.

Course Expiration

Students who take an online course must finish the computer lessons and any associated examinations for the course within 180 days from the date of enrollment.

Certificate of Course Completion

Upon completion of course, you will receive a Completion Certificate. In the event the certificate is lost, a duplicate may be obtained from Texas State Online Real Estate LLC. A charge of \$25.00 will be assessed for a replacement Completion Certificate.

Cancellation and Refunds

A written request for cancellation and refund can be made by email up to thirty (30) calendar days from the date of purchase for a course that has not been completed. For a student who notifies Texas State Online Real Estate LLC in writing within 30 calendar days of the course enrollment date, a refund will be processed. There will be no refunds after midnight of the 30th calendar day after the course enrollment date.

There is a \$25.00 non-refundable registration fee for each course or package of courses. The credit card used to purchase the course will be the account that is refunded.

If the refund is for a package of courses and the student has completed 1 or more courses, the completed courses will be charged at the full price for the individual course instead of the discounted package price.

There are no refunds for any course that has been completed.

Warranty

This service is provided for your use only and we make no warranty of any kind, implied or express, including without limitation, fitness for a particular purpose, except that the courses have been approved by the Texas Real Estate Commission. We do not endorse, warrant or guarantee any product or service offered through our service. We are not a party to any third party transactions. We do not warrant the accuracy or completeness of material available on or through our service. Although reasonable efforts will be made, there is no warranty that the Texas State Online Real Estate website will be free of infection by computer viruses or any other malicious or destructive programs.

Limited Liability

Our maximum liability and your exclusive remedy is renewed online access to defective online courses or the replacement of defective goods purchased from Texas State Online Real Estate LLC. We will not be liable for any loss or injury from our service including (but not limited to) compensatory damages, lost profits, lost data, or any form of incidental, indirect, consequential or punitive damages of any kind whatsoever, 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 the use or reliance on or inability to use or access any of our services, content or information.

Indemnification

You agree to indemnify and hold us, our employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including attorney's fees) for any reason whatsoever, in connection with or arising from your use of the services provided by us.

Privacy Policy

Our privacy statement was created to demonstrate our firm commitment to privacy and confidentiality. The policies described in this section apply to Texas State Online Real Estate LLC in order to make you aware of how we collect and use

identifying information of visitors to our website.

Texas State Online Real Estate LLC does not rent, trade, loan, or sell your personal information, or any other information which may identify you, to third parties. We are committed to protecting our customers' privacy. The information we collect is used to process your order, provide information to the state as required by law, and to enhance your course purchase and completion experience. We also monitor customer traffic patterns and site usage in order to help us refine the design and layout of our site.

This site contains links to other sites. Texas State Online Real Estate LLC is not responsible for the privacy practices or the content of such linked websites.

There are four types of information that this site may collect during your visit: network traffic logs, web visit logs, cookies, and information voluntarily provided by you.

From time to time, we may need to change our privacy statement because of changes in our business, or in our attempts to serve your needs better. We'll use reasonable efforts to publish any changes to our privacy statement.

Governing Law

The laws of the State of Texas govern this agreement, your subscription and use of the services. You agree that the courts of the State of Texas have exclusive jurisdiction for any claim, action or dispute under this agreement and that the venue shall be Harris County.