

## **TERMS AND CONDITIONS**

### **Legal Information and Terms of Use**

Please carefully read this notice before you use this website. This website is provided by Totally You-nique Educational Consultants, LLC (TYEC), Totally You-nique Academy, or Totally You-nique Financial Services and may be used for informational purposes only. By using this website, or downloading materials from it, you agree to abide by the following terms and conditions. If you do not agree with the following conditions of use, please exit this website.

### **INDEMNIFICATION**

By linking, referencing, using or accessing web sites of TYEC and its affiliates, you agree to these Terms of Use, including agreeing to defend, indemnify and hold harmless TYEC and its affiliates, their officers, directors, employees, agents, registered representatives, licensors, suppliers and any other third party, without limitation, against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these "Terms of Use."

Use of this site is entirely at your own risk. The site and materials are provided "as is." To the maximum extent permitted by law, TYEC and its affiliates and subsidiaries disclaim all warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose, or non-infringement, even if TYEC and its affiliates and subsidiaries have been advised of the possibility of such damage. Under no circumstances shall TYEC and its affiliates and subsidiaries be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages arising from viruses, worms, trojan horses, or other code that has contaminating or destructive properties or your referencing, using, accessing, inability to use or access or linking to or from the web sites of TYEC and its affiliates and subsidiaries or any errors or omissions in the content thereof.

### **YOUR ACCEPTANCE OF TERMS**

By linking, referencing, using, or accessing websites of TYEC and its affiliates and subsidiaries, you agree to these Terms of Use, including agreeing to indemnify and hold harmless TYEC from all claims of any nature. These Terms of Use may be changed at any time at the sole discretion of TYEC.

Our Privacy Policy, Terms & Conditions, along with our Financial Disclaimer governs your use of this site. By using our site, or by accepting the Terms of Use (via opt-in, checkbox, pop-up, or clicking an email link confirming the same), you agree to be bound by our Terms & Conditions and our Privacy Policy.

Last updated: September 30, 2023

At the Totally You-nique Educational Consultants, LLC, Totally You-nique Academy, or the Totally You-nique Financial Services we continue to review, monitor, and revise our curriculum, instructional delivery, and facilitators in order to ensure the highest quality education and training.

Tuition includes access to training materials and a certificate of completion.

## **LIMITATIONS OF USE**

By completing your registration, you acknowledge that the program is for your exclusive use only. Using or sharing login details to the system that provides access to the program materials is prohibited and is cause for immediate termination of access without notice to you.

You are solely responsible for maintaining the confidentiality of your username and password and for all activities that occur under your username and password. You agree to immediately notify our office if you become aware of or have reason to believe that there is any unauthorized use of your account or any breach of security. You also agree to take all reasonable steps to stop such unauthorized use and to cooperate with Totally You-nique Educational Consultants, LLC, Totally You-nique Academy, or The Totally You-nique Financial Services in any investigation of such unauthorized uses or infringements of Totally You-nique Educational Consultants, LLC, Totally You-nique Academy, or The Totally You-nique Financial Services' intellectual property rights in the training.

Totally You-Nique Educational Consultants, LLC, Totally You-Nique Academy, or The Totally You-Nique Financial Services grants to its registered users a non-transferable, non-exclusive, and revocable permission to the trainee to use the training for the disclosed term. Training is solely for the trainee's personal, non-commercial use; you may not use the training in any way in exchange for monetary consideration. Individuals other than the trainee may not access or view materials provided to trainee, whether electronically or in print. The trainee is permitted online access to the training and may download, save, or print one hard copy of discreet sections for your sole reference.

All program materials provided to trainee are owned by TYEC and protected by the U.S. and international copyright laws. U.S. and international copyright laws prohibit the copying, distribution, use or display of a copyrighted work without the prior permission of the copyright owner. These restrictions apply to software as well as written material and extend to the making of derivative works or compilations of any copyrighted material.

Specific prohibitions include but are not limited to the following:

1. Trainee is not authorized to copy, video, photograph, tape, or screen-shot any Totally You-nique Educational Consultants, LLC, Totally You-nique Academy, Or The Totally You-nique Financial Services materials or course delivery.

2. Trainee or organization representative shall not use the program materials in or as the basis of a film, video, television or radio program, audio cassette, CD-ROM, podcast, DVD, article, story, card, pamphlet, book, or any written published or unpublished work.
3. Trainee shall not sell, loan, lease, store in an information and/or retrieval system, transmit, adapt, or translate to another language any program materials and shall not permit or sublicense others to do so.
4. Trainee may not use the Program Materials to train others. Trainee shall not permit others to present, use, or teach a program using all or part of the Program Materials. Violations can result in civil and criminal penalties.

## **CANCELLATION, REFUND, TRANSFER, AND WITHDRAWAL POLICIES BY COURSE**

All full certificate program registrants will be required to sign a copy of the Training Agreement upon acceptance into the course. The Training Agreement becomes a legal and binding contract once completed and signed by you and the TYEC.

## **STUDENT RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

Students share the responsibility of developing and maintaining an academic and professionally conducive environment with the management and staff of this institution. It is expected that each student will respect and uphold the rights of all who are involved in the educational and administrative processes of this institution by adhering to the following practices and principles. Student responsibilities include consistent attendance (no less than 90% of the course), conscientious effort within the classroom to promote an open exchange of information, and compliance with standard academic practices. Furthermore, students are advised of their right to pursue their education in a setting free of harassment or discrimination and are expected to apply the same values to the staff and their peers.

Student Responsibilities:

- To exhibit good conduct in the classroom and community
- To complete the course of study in a timely and acceptable manner
- To demonstrate good attendance
- To follow the rules and regulations of the institution
- To respect the facilities and equipment or software platforms
- To remain respectful in the expression of opinions and ideas
- To maintain the safety and security of staff and other students at all times

The training manager will track classroom attendance to the nearest quarter of the hour with continual monitoring of any departure during the session occurring. After an attendee earns four tardy/early departures, an hour will be deducted from the total attendance, with every tardy/early departure thereafter resulting in a loss of 15 minutes from the total time. Class time missed will be totaled at the completion of the course to determine if 90% of the course was fulfilled by the student. In the case of an emergency, if a student falls below the 90% attendance requirements, students may return to the next scheduled training to finish the segment of training missed or the

decision to award a certificate of completion may be decided at the discretion of the President and/or training manager.

The institution will not tolerate the unauthorized copying, distribution, use or display of a copyrighted work without the prior permission of the copyright owner. These restrictions apply to software as well as written or printed material and extend to the making of derivative works or compilations of any copyrighted material. This policy defines software as any electronic copyrighted material, including but not limited to software applications, video, audio, or other data files. Students and employees must adhere to the contractual obligations of this institution and are expected to comply with all copyright laws. Any individual found to be in violation of this policy may be subject to discipline and additionally may be held responsible in civil or criminal liability.

## **TUTORING**

All students may meet with their instructors during and after class to ask questions, receive tutoring, and/or obtain additional information about the course offerings.

## **SOLICITATION MATERIAL**

Only written material prepared and provided by the TYEC may be distributed or made available at this training or other functions.

## **PARTICIPANT ROSTER – YOUR CONTACT INFORMATION**

A roster will be made available to class participants and training facilitators. This roster may include the student's name, TYEC, contact information, and email address as provided on the registration form. If you DO NOT want certain information made available to your fellow students, please provide advance notification to the TYEC.

## **PHOTOGRAPH AND VIDEO POLICY**

Photographs or videos may be obtained throughout the training and may be used by the TYEC for website, digital platforms, and collateral material. Names or personal information will not be released with any publication of these graphics without your consent.

## **COMPLAINT POLICY**

A student may lodge a complaint either verbally or in writing to the training manager, or CEO. If an oral complaint is not resolved within a reasonable time period, a complaint may be submitted in writing. Within ten days of receiving the complaint, the TYEC will acknowledge the student's complaint and follow up with a verbal discussion on what actions have been taken to resolve the issue. Students will not be subject to unfair actions as a result of initiating a complaint proceeding.

## MOBILE MESSAGING TERMS AND CONDITIONS

Totally You-nique Educational Consultants, LLC operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms and Conditions. The Program and our collection and use of your personal information are also subject to our Privacy Policy and our general terms of use agreement. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms, our Privacy Policy, and our General Terms of Use Agreement, if applicable.

1. **Program Description:** We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our products and services and may include promotions, specials, other marketing offers, and abandoned checkout reminders. Transactional messages relate to an existing or ongoing transaction and may include order notifications and updates, appointment reminders, and other transaction-related information. Mobile messages may be sent using automated technology, including an auto dialer, automated system, or automatic telephone dialing system. Message frequency will vary [but will not exceed x messages per x]. You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or shortcodes. We do not charge for mobile messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for SMS and MMS alerts.

2. **User Opt-In:** By providing your mobile phone number to us, you are voluntarily opting into the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at [consult@totallyyou-nique.com](mailto:consult@totallyyou-nique.com). Your participation in the Program is not required to make any purchase from us and your participation in the Program is completely voluntary.

3. **User Opt-Out and Support:** You may opt out of the Program at any time. If you wish to opt out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to any mobile message from us. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. For support, reply HELP to any mobile message from us.

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor

requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. **Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

5. **Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.