

## **Ncontracts Nstitute Certification Program Terms and Conditions**

*These Terms were last updated April 12, 2024.*

**YOUR RIGHT TO USE THE PROGRAM, AS FURTHER DEFINED AND DESCRIBED BELOW, IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THESE TERMS. READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING FOR, ACCESSING, OR USING THE PROGRAM. THIS IS A BINDING LEGAL AGREEMENT. BY REGISTERING FOR, ACCESSING, AND CONTINUING TO USE THE PROGRAM, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, ARBITRATION, AND CHOICE OF TENNESSEE, UNITED STATES LAW. PLEASE DO NOT REGISTER FOR, ACCESS, OR USE THE PROGRAM IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.**

Ncontracts, LLC (“Ncontracts”, “we”, “our”, or “us”) offers members of the financial industry certification courses and other opportunities for continuing education through its Nstitute Certification Program, including any associated websites and materials (collectively, the “Program”). These Terms and Conditions, together with any applicable agreements or applicable documents as may be expressly incorporated by reference, (collectively, the “Terms”) govern your registration for, access to, and use of the Program, including any content, functionality, and services as may be offered through the Program as a registered user (“You”, “you”, or “your”). Our handling of any information collected or provided through use of the Program is governed by our [Privacy Policy](#). The Program is controlled and operated from the United States and is subject to United States law.

PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING FOR, ACCESSING, OR USING THE PROGRAM. THESE TERMS GOVERN YOUR USE OF THE PROGRAM AND AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL YOU CEASE USING THE PROGRAM OR NCONTRACTS TERMINATES YOUR RIGHT TO USE THE PROGRAM. YOU MUST BE AT LEAST 18 YEARS OLD TO ACCESS AND USE THE PROGRAM. BY REGISTERING FOR, ACCESSING, OR USING ANY PART OF THE PROGRAM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE SO BOUND, PLEASE DO NOT REGISTER FOR, ACCESS, OR USE THE PROGRAM.

Ncontracts reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. You are responsible for checking these Terms periodically for changes. Your continued use of the Program means that you agree to any new or modified provisions of these Terms posted on the Program.

### **1. REGISTRATION, ACCESS, AND USE**

Before you may access and use the Program, you first must register and pay the tuition associated with an Nstitute certification course through the Program’s payment portal. Once your account has been set up in the Program and you have enrolled in a certification course, you will be given access to the applicable certification course. Upon completion of the registration process and course enrollment (including payment of all applicable Fees associated with the certification course) and acceptance of these Terms, and subject to the terms and conditions of these Terms, Ncontracts hereby grants you a limited, revocable, personal, non-exclusive, non-transferable right to use the applicable course content through the Program for your personal use for an initial period of six (6) months from the enrollment date. In the event you complete the certification within six (6) months of the enrollment date, your access will be extended and shall continue for two (2) years from the enrollment date. In the event that you do not complete the certification within six (6) months of the enrollment date, your license and right to access the applicable Nstitute certification program will immediately terminate after the initial six (6) months, and Ncontracts will have no obligation to refund any prepaid fees as a result of the terminated access.

These Terms will survive expiration of your access to the Program and remain in effect through any subsequent certification period(s). Moreover, any provision under these Terms relating to Ncontracts rights that, by its nature, should survive expiration of the license granted hereunder, will so survive any such expiration. When you register to use the Program, you will provide Ncontracts with information relating to your identity and certain other information, including but not limited to your e-mail address and telephone number.

Your application and payment of Fees constitutes an offer to Ncontracts for participation in the Program. Ncontracts reserves all its rights to accept or decline your offer, for any reason or for no reason. In the event your offer is declined, all prepaid fees will be refunded to you. Ncontracts reserves the right to terminate participation in the Program at any stage without explanation by notifying the individual(s) concerned by email and delivering a refund.

To the extent that you provide any information, including but not limited to personal information, to Ncontracts or its representatives, you warrant that (1) you are providing or obtaining only your own information or the information of others which you are authorized to provide to third parties and/or obtain from third parties on their behalf; and (2) the use of such information by Ncontracts and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. You understand and agree that Ncontracts will store or otherwise retain personal data provided by you. You acknowledge and agree that the Internet is inherently insecure, and that personal data transmitted in connection with the Program or these Terms may be subject to interception by an unauthorized third party.

Registration for the Program requires a valid, working e-mail address, phone number and/or other information in order to initially sign up for access to and use of the Program ("Account"). You are solely responsible for maintaining the strict confidentiality of any Account you create in order to access and use the Program. You will be solely responsible for any damages or losses that may be incurred or suffered as a result of your failure to maintain strict confidentiality of your Account. You should immediately notify Ncontracts in writing of any need to deactivate your Account due to potential or actual security concerns. Ncontracts will not be liable for any harm related to the use or misuse of your Account, your disclosure of such Account to another person, or your authorization to allow another person or entity to access and use the Program under your Account.

Ncontracts may use email and push notifications to communicate with you on a recurring basis. By providing your email address and/or phone number, you consent and give permission to be contacted at such email address and/or phone number by Ncontracts and its partners. In addition, by enabling push notifications through the Program, you consent and give permission to receive such notifications by Ncontracts and its partners. You certify that you have provided your own contact information.

Following enrollment in a certification course, Ncontracts will use commercially reasonable efforts to provide access to the certification course 24 hours a day, 7 days a week, except in the case of limited necessary maintenance periods, natural disasters, or events beyond Ncontracts' control and subject to any breakdowns or maintenance operations required to ensure the smooth operation of the Program. Ncontracts will not be liable for any failures or deficiencies in the performance of the Program by reason of maintenance, breakdown, or any event beyond Ncontracts' control, including without limitation natural disasters, Internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

You acknowledge that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Ncontracts shall not be liable for any such errors, omissions, delays, or losses. You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to computer systems, networks,

and any and all information stored therein. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Ncontracts shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Your rights under these Terms will terminate automatically without notice from Ncontracts if you fail to comply with these Terms. Upon termination, you shall immediately cease all use of the Program. Ncontracts reserves the right to terminate your access to any or all aspects of the Program or to discontinue any aspect of the Program at any time for any reason whatsoever without notice to you.

## **2. RESTRICTIONS**

You may only use the Program for lawful purposes. You agree that you will not: (1) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Ncontracts or any third party; (2) abuse, defame, harass, or stalk any individual or other user of the Program; (3) interfere or attempt to interfere with, or damage or attempt to damage, the Program or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks, flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (4) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Program or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Program, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Program; (5) misrepresent your identity, provide false information, impersonate another person or entity, misrepresent your affiliation with a person or entity, including, without limitation, Ncontracts, create or use a false identity, or attempt to use another user's account; (6) attempt to obtain unauthorized access to the Program; (7) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitors to the Program without their express consent; (8) use any meta tags or any other hidden text utilizing the Ncontracts name, service marks, trademarks, or product or service names; (9) advertise, offer to sell, or sell any goods or services set forth in the Program or otherwise use the Program to solicit other users, except as expressly permitted by Ncontracts; (10) engage in any activity that interferes with any third party's ability to use or enjoy the Program; (11) probe, scan, or test the vulnerability of the Program or any network connected thereto, or breach the security or authentication measures on the Program or any network connected thereto; (12) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Program or Ncontracts' systems or networks, or any systems or networks connected thereto; (13) access or use the Program in order to build a competitive product or service; or (14) assist any third party in engaging in any activity prohibited by these Terms.

## **3. INTELLECTUAL PROPERTY**

The Program, and all intellectual property, trademarks, service marks, information, data, and other materials made available to you in connection with these Terms, together with the design of the Program, and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Ncontracts and its licensors, and are available to you solely for purposes of your use of and access to the Program in accordance with these Terms. The Content is owned by or licensed to Ncontracts and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of Ncontracts and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to you any right, title, or interest in or to any Content.

By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to Ncontracts with respect to the Program or services as may be offered by Ncontracts (collectively, "Feedback"), you agree that such Feedback shall be deemed, and shall remain, Ncontracts' property. Feedback shall not be subject to any obligation of confidentiality on Ncontracts' part and Ncontracts shall not be liable for any use or disclosure of any Feedback. Ncontracts shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use any Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

#### **4. COMPLIANCE WITH LAWS; PRIVACY**

Ncontracts will treat any information it collects or receives from you through the Program or the registration thereof in accordance with its [Privacy Policy](#) (the "Privacy Policy"), which is incorporated by reference. Please review the Privacy Policy before using the Program. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Program.

#### **5. PAYMENT**

You will pay Ncontracts the fees, tuition, and any other charges specified when you register for a certification course or other content offered through the Program (the "Fees"). Ncontracts reserves the right to change the Fees at any time. All Fees are non-cancelable and non-refundable except as expressly set forth herein or otherwise agreed in writing by us. Payment for the Program will be subject to any terms and conditions presented at the time of purchase. You are solely responsible for the payment of all taxes associated with this Agreement or your use of the Program (other than the taxes based on Ncontracts' net income).

#### **6. COMMUNICATIONS WITH YOU; LINKS TO THIRD PARTIES**

Ncontracts, through the Program or the contact information you have provided, may contact you regarding certain offers or products of Ncontracts or other of its partners that Ncontracts believes may be beneficial to you. You understand and agree that Ncontracts may contact you in this manner.

The Program also may contain links to the websites of Ncontracts partners, advertisers, or unrelated third-party companies ("Linked Sites"). Ncontracts does not own and has no control over the Linked Sites and therefore assumes no responsibility and makes no warranties or representations with respect to the availability of these websites, their content, advertising material, and the products or services available at or through the Linked Sites. Ncontracts does not endorse any Linked Site, is not bound by the terms and conditions, if any, of such Linked Sites, and the existence of a Linked Site does not mean that Ncontracts has any affiliation, connections, endorsement, or sponsorship of such websites or their owners or operators. Ncontracts accepts no liability for any direct or indirect damage that may result from your visit to a Linked Site, or from your use of the contents, products, or services of these websites or their owners or operators. You acknowledge and agree that Ncontracts shall not be responsible or liable for the content or conduct of, associated with, or related to any Linked Site, and, accordingly, your access and use of any Linked Site shall be solely at your own risk. If you have any questions or concerns regarding any Linked Site, you should review any terms and conditions and privacy policy maintained by that Linked Site or should contact the applicable party or their website administrator.

#### **7. DISCLAIMERS**

You hereby agree that you have read and agree to the terms in Ncontracts' [Disclaimer Statement](#) ("Disclaimer Statement"), which is incorporated by reference. By agreeing to these Terms, you also agree to the terms set forth in the Disclaimer Statement.

#### **8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL NCONTRACTS, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (1) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES IN THE PROGRAM, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PROGRAM, (4) ANY TRANSMISSION TO OR FROM THE PROGRAM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PROGRAM, (6) ANY ERRORS OMISSIONS, MISTAKES, OR INACCURACIES IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PROGRAM, AND/OR (7) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NCONTRACTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND NCONTRACTS, OR ONE OF ITS OFFICERS, DIRECTORS, AGENTS, LICENSORS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU TO NCONTRACTS FOR THE PROGRAM OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM, OR WITH ANY PORTION OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM.

IF YOU ARE A RESIDENT OF A STATE WHICH PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS SET FORTH IN THESE TERMS, TO THE EXTENT SUCH STATE LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH HEREIN, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

Any claim or cause of action arising out of or related to your use of the Program, these Terms, or your use of Content made available through or on the Program must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

## **9. INDEMNITY**

You agree to defend, indemnify, and hold Ncontracts, its affiliates, and its respective officers, directors, employees, licensors and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to your use of the Program, and you covenant not to sue Ncontracts for any injuries to you or your property arising out of or related to your use of the Program.

## **10. DISPUTES; GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the internal substantive laws of the State of Tennessee, without respect to its conflict of laws principles. Any claim or dispute between you and Ncontracts that relates to or arises in whole or in part from these Terms shall be decided exclusively by a court of competent jurisdiction located in Williamson County, Tennessee, provided, that you hereby agree that any dispute arising out of or relating in any way to these Terms or your use of the Program or any information, materials or services you obtain from Ncontracts requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Williamson County, Tennessee, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly

required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms.

BECAUSE THE USE OF THE PROGRAM REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (1) to the exclusive jurisdiction of the state or federal courts located in Williamson County, Tennessee for any action (A) to compel arbitration, (B) to enforce any award of the arbitrators, (C) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (D) to enforce Ncontracts' intellectual property rights under these Terms, and (2) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Williamson County, Tennessee.

## **11. MISCELLANEOUS**

Ncontracts may assign its rights and duties under these Terms without notice to you. You may not assign these Terms without the prior written consent of Ncontracts, and any assignment in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Ncontracts' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by Ncontracts, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Any rights not expressly granted herein are reserved to Ncontracts.

## **12. CONTACT INFORMATION**

If you have any questions about these Terms, Ncontracts' practices, or your dealings with the Program, please contact us:

- **Phone:** (888) 887-9314
- **Email:** [Nstitute@Ncontracts.com](mailto:Nstitute@Ncontracts.com)
- **Postal address:**

Ncontracts, LLC  
214 Overlook Circle Ste. 270  
Brentwood, TN 37027