



SMART CEUs Hub Terms And Conditions

This web site (the "Site"), is owned and operated by SMART CEUs Hub, LLC or one of our affiliated companies ("us" or "we"). By accessing or using this Site, you agree to be bound by the following terms and conditions (the "Terms of Use") and the terms and conditions of our Privacy Notice, which is hereby incorporated by reference (collectively, this "Agreement"). We reserve the right, at our discretion, to change any of these terms in the future. If you do not agree to these Terms of Use, you may not access or otherwise use the Site or the Services.

1. PROPRIETARY SERVICES FOR REGISTERED USERS. We operate an electronic platform/system that enables students, instructors, and other types of users to access and use certain online products and services offered by us (the "Services") through the Site. The material on this Site includes general non-proprietary information available to all users of the Site, but in order to access and use the Services you will be required to register on the Site.

2. RESTRICTIONS. In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age. If an institution with students that are under thirteen (13) years of age uses our Services, the educational institution may provide us with personally identifiable information about its students. We use that information to provide the Services to the educational institution and its students.

3. INTELLECTUAL PROPERTY. We are the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on the Site, and is the owner or licensee of the content and/or information on the Site. Except as otherwise expressly provided herein, or pursuant to the Terms and Conditions, your use of the Site does not grant to you a license to any content or materials you may access on the Site. Nothing contained on the Site should be construed as granting any license or right to use any Trademark displayed on the Site without our written permission or that of the third party rights holder.

4. COMMUNICATIONS TO SMARTCEUsHub AND USER GENERATED CONTENT. Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information. Please refer to our Privacy Notice with regard to how we handle your personal information. With respect to all e-mails you send to us, including but not limited to feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information.

We do not and cannot review all communications and materials posted to or created by users accessing the Services (hereinafter, "User Generated Content"), and is not in any manner responsible for the content of the User Generated Content. We reserve the right to block or remove communications or materials that we determine to be in violation of our Community Guidelines or is offensive or otherwise unacceptable to us in our sole discretion.

You own the rights to anything you post to the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all submissions you provide to us, in any media now known or hereafter devised.

5. USER CONDUCT. While using the Site and the Services, you agree not to:

- use the Site or the Services in violation of any applicable law;
- use the Site or the Services or features in violation of our or any third party's intellectual property or other proprietary, personal or legal rights;
- obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through the Site through any means;
- attempt to gain unauthorized access to other computer systems through the Site;
- impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Services, or any content thereof, or make unauthorized use thereof;
- use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
- obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.

6. EXTERNAL WEBSITES. The Site may contain links to third-party websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites.

7. INDEMNIFICATION. You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, service providers, and assignees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of the Content, the Site, or the Service. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

8. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use the site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, SMART CEUs Hub, LLC, 2714 Rollingwood Dr. Tyler, Tx 75701. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

9. COMPLIANCE WITH APPLICABLE LAWS. We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

10. TERMINATION OF THE AGREEMENT. Subject to the terms of the Services Agreement, if applicable, we reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to the Services and/or all or any part of the Site, at any time and for any reason without prior notice or liability.

11. UNLIMITED CEUS MEMBERSHIP TERMS. User will have unlimited access to SMART CEUs Hub's CEU library and forums sections of the website as long as an active subscription is in use. During an active subscription user will have access to print out certificates of completion. Upon lapse of subscription user's certificates of completion will be stored within the system indefinitely but it is the user's responsibility to print out their certificates as proof of completions to send into the board.

The Unlimited CEUs Membership is AUTOMATICALLY billed on an annual basis unless the user notifies SMART CEUs Hub of their intent to cancel or asks for a manual invoice to be sent each year. An automated reminder email will be sent to the user 7 days before the user's renewal date to remind them that they must contact us in order to cancel or they will continue to be billed. SMART CEUs Hub offers a 7 day "grace period" after the user is charged for a FULL Refund. After the 7 day grace period **NO REFUNDS are required to be given to user. Any disputes will be subject to this agreement.**

12. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect:

“Intellectual Property,” “Communications to SMART CEUs Hub,” “No Warranties,” “Indemnification,” “Termination of the Agreement,” “Unlimited CEUs Membership Terms,” and “Miscellaneous.” Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

13. YOUR RIGHTS. If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below. Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

14. DATA RETENTION. When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.