

# Court Ordered Classes User Agreement and Terms of Use

This course is ideal for court, employment, and personal requirements. By accessing or using this website, you agree to the terms of its use set out below as amended from time to time. The terms of use include our legal disclaimer, our privacy policy and other terms or conditions on this website. By continuing to use our website, you accept the Terms of Use as they apply from time to time. This provision is in addition to any other provisions that might apply.

If you do not agree with any part of the "User Agreement" and the "Terms of Use" do not enroll. If you have any questions please contact our customer services team Tel: (661) 312-0392, email: staff@courtorderedclasses.com.

## **User Agreement**

When you click "Accept Enrollment" to submit your order on-line, or you fax, post or telephone us with details of your order, you are making an intent to enroll in our courses for the length of time entered in "Amount of Hours / Classes Ordered by the Court" section, which, if accepted by us, will result in a binding contract for the length of that time.\*

Pricing for the courses are \$35.00 per class if the participant is taking one class at a time. If placing your order on-line your credit/debit card will be debited when you click "Accept Enrollment".

Although you will either see a page or receive an email if you have supplied your email address acknowledging that your enrollment has been received successfully and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we send you written confirmation of your "Proof of Enrollment".

You will receive your court approved "Proof of Enrollment" within 14 days of submitting your order or faster if you have requested earlier delivery. We will not be responsible if you fail to receive the written confirmation because you have supplied us with an incorrect postal address.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorization by your payment card issuer.

You may cancel your enrollment in our classes at any time during the enrollment by notifying our customer services team in writing. Be advised that the court or probation department may be notified at your request to terminate the enrolled classes.

**\*NOTE:** "Amount of Hours / Classes Ordered by the Court" section represents the term of your program. If the court has ordered you to a 1 year (52 week) course and you fill in 52 in the "Amount of Hours / Classes Ordered by the Court" section you automatically enroll to a 52 class course authorizing a weekly charge to the credit card provided

**\*NOTE:** Please be aware that in situations where the "Amount of Hours / Classes Ordered by the Court" section is not fill in properly as in "???" or "unk" or it is a "0" or a "1" we will consider it will be considered a standard minimum, 10 hour, court order. Your binding contract with us, in this circumstance, will be for 10 classes until otherwise notified.

**\*NOTE:** If you are using someone else's credit card then a **Credit Card Authorization Form** must be completely filled out, signed, dated and faxed back to us before you can be considered for enrollment.

**\*NOTE:** DEJ enrollees please print out your **Meeting Attendance Cards** for your required court ordered meetings.

## **Terms of Use**

1. This agreement specifies the terms or conditions under which you are permitted to freely use Court Ordered Classes to serve your educational needs and interests. The agreement obligates you to observe rules of acceptable conduct in the use of its service and to indemnify and otherwise hold Court Ordered Classes harmless for any damaging or harmful circumstances resulting from that use.
2. This agreement governs your use of Court Ordered Classes and all of its services provided directly and/or indirectly to you. Court Ordered Classes reserves the right, in its discretion, to change or modify all or any part of this agreement at any time, effective immediately. Your continued use of Court Ordered Classes services constitutes your binding acceptance of these terms and conditions including any changes or modifications made by Court Ordered Classes.

If at any time the terms and conditions of the agreement are no longer acceptable to you, you should cease using any service provided by Court Ordered Classes.

3. Under the terms of this agreement, you agree to provide accurate, current and complete information about yourself, as requested by the registration form, and to maintain and update that information as requested. You understand that if your registration information is untrue, inaccurate, not current, or incomplete that Court Ordered Classes has the right to suspend or terminate your account, and to deny you access to any or all of its services.
4. The content you obtain from Court Ordered Classes is the sole responsibility of the person and organization providing it and hence cannot be used by you without their permission. Court Ordered Classes does not guarantee nor is it liable in any way for the accuracy, integrity or quality of content provided by its services. This indemnity includes but is not limited to, errors or omissions of Content, or for any loss or damage of any kind incurred as a result of the use of Content that is uploaded, copied, printed, or used in any way via Court Ordered Classes.
5. You are expressly forbidden from using Court Ordered Classes services in any way that is inappropriate, unethical, harmful or damaging. These includes using Court Ordered Classes to upload, copy, print, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy. You are expressly forbidden from engaging in any activity that is harmful to others.
6. You are expressly forbidden from uploading, copying, printing, or otherwise transmitting or transferring and transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party whatsoever.
7. Under the terms of this agreement, you expressly acknowledge, accept, and agree that Court Ordered Classes shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use or goods, data, information or services.
8. Under the terms of this agreement, you agree to comply with all local, regional, national and international rules and policies regarding acceptable content and online conduct. Under the terms of this agreement, you agree to comply with all laws applicable to or regarding the transmission of technical data exported from the United States of America.
9. Under the terms of this agreement, you agree to refrain from displaying or using in any manner or form trademarks of Court Ordered Classes without prior written permission from Court Ordered Classes.
10. Court Ordered Classes reserves the right to stop, cease, terminate, restrict, suspend or remove your specific access to any or all parts of any services provided by Court Ordered Classes. Court Ordered Classes may modify, suspend or discontinue all or any part of our service at any time without prior notice or liability.
11. Neither Court Ordered Classes nor any provider of any third party content or their respective agents warrants that any service provided by Court Ordered Classes (whole or part) will be uninterrupted or error free. Court Ordered Classes (and all third party content) make no warranties as to the results obtained by using any part of our service including use of any of our online courses.
12. Court Ordered Classes is for court ordered or educational purposes only and is not psychotherapy.
13. You understand and except that distance education (online instruction) is a new technology that may not be suitable for your needs. Court Ordered Classes is not responsible for your online learning experience, your education or what you learn or do not learn by taking one of our courses / classes.
14. You agree to indemnify and hold harmless Court Ordered Classes, it's owners, employees, instructors, students, members, and volunteers for any liability arising from any death, injury, dismemberment or any bodily injury (physical or mental) to you and to third parties resulting from the use of our services, as well as for any loss or damage to property to you or to third parties resulting from any use of our service (direct or indirect), in whole, in part, including but not limited to information you obtain by signing up, joining online classes, participating in online classes, reading or obtaining any information from within our service, our discussion forums, or reading any content posted by us, an instructor, or a user. Such indemnity and

hold harmless agreement is in addition to any other indemnity and hold harmless agreement you agree to when using other sections of our site.

**Cancelation Fee:**

If at any point within 15 days after enrollment, you decide that you cannot participate in the Court Ordered Classes program due to financial, political or other such personal reasons and have not yet taken your first course, an intake processing fee of up to 10% will be deducted from your refund amount.

**Refund Policy:**

Our legal department offers a full 100% refund if our program is not accepted by the court with proper paperwork from the court. This paperwork, usually the minutes of the court date, must state that the judge did not except the program due to the program and not because of any fault of the defendant. Refund request must be received within 90 days of purchase. Currently there many standards for domestic violence / battery and DEJ requirements; it is your responsibility to confirm with the judge, probation, or your attorney as to whether a distance-learning court ordered program will meet your requirements.

**Our Security Procedures:**

We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. Employees who violate these standards will be subject to disciplinary measures. Our physical, electronic, and procedural safeguards meet or exceed federal standards regarding the protection of your nonpublic personal information. We use technological means such as backup files, virus detection, eradication software and firewalls to protect against unauthorized access or alterations to customer data and we maintain policies and procedures covering the proper physical security of workplaces and records. We continually strive to maintain complete, accurate and up to date information. If ever you believe that our records contain inaccurate or incomplete information, please contact us at Tel: 1-661-312-0392. We will investigate your concerns and correct any inaccuracies in a timely manner. We reserve the right to change this policy at anytime but would communicate any significant changes to you as required by applicable law. The policies and practices described in this disclosure replace all previous notices or statements regarding our privacy policy.

**Website Material:**

The content of this website – including documents and publications – is intended only to provide a summary and a general overview of our offered courses, matters of interest pertaining to those courses including, but not limited to, our certifications, our curriculum, progress report, proof of enrollment procedures and proof of completion procedures. Court Ordered Classes will make every effort to ensure all material on the website is accurate and current, within the limitations imposed by the resources of the organization. However, no guarantee is made.

All materials found on the website including, but not limited to, html structure, text, logos, images and all other properties found within courtorderedclasses.com and courtordered.org are property of Court Ordered Classes and are copyrighted under the United States Copyright Laws.

**Not Legal Advice:**

The content of any material dealing with legal issues is intended to provide an information resource of interest to most parents. No material with legal content constitutes legal advice and you may not rely upon it as such. Your use of the site does not constitute a solicitor-client relationship between you and Court Ordered Classes or any of its associates.

**Court Ordered Classes Intellectual Property:**

Court Ordered Classes owns the copyright in all the material and documents on its website except where indicated. Copying or reproduction of any material is prohibited.

**Privacy and Spam:**

Court Ordered Classes will not distribute any registrants' personal details to any external company or body. See our **Privacy Page** for more details.

**Limitation of Liability:**

Court Ordered Classes' aggregate liability under any or all these provisions is limited to the nominal amount of \$1.

**Third Party Rights:**

A person who is not a party to these "Terms of Use" shall have no right under the Contracts (Right of Third-Parties) Act 1999 to enforce or rely upon any provision of them.

**Unauthorized Access to Personal Information**

Unless a member of our staff has been fraudulent or negligent, we will not be liable to you for any losses you may suffer as a result of unauthorized access by a third party to the information (including in particular credit/debit card details) you transmit when you place an order.

**Queries**

If you have any queries or comments about your enrollment please contact our customer services team:

**Telephone:** (661) 312-0392 – 9am to 6pm (PST)  
**Email:** [staff@courtoorderedclasses.com](mailto:staff@courtoorderedclasses.com)  
**Fax:** (661) 312-0392  
**Post:** 27116 Rio Prado Dr. Valencia Ca 91354