



# *Court Ordered Programs Inc.*

## **COC Enterprises - User Agreement and Terms of Use**

This course is ideal for court, employment, and personal requirements. By accessing or using this live school 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.

*If you do not agree with any part of the “User Agreement” or the “Terms of Use” do not enroll.*

*If you have any questions, please contact our customer services team at*

*Tel: (661) 312-0392 for new registrants or at Tel: (661) 481-2255 for ongoing students or you can email us at [admin@courtdorderedclasses.com](mailto:admin@courtdorderedclasses.com)*

### **User Agreement**

This User Agreement (hereinafter “**Agreement**”) is a contract between @**{NAME}** @**{LASTNAME}** (hereinafter “**you**” “**student,**” or “**User**”) and Court Ordered Programs Inc., DBA COC Enterprises using our Court Ordered Classes webcasting school site (hereinafter “**COC**”, “**provider,**” “**we,**” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this agreement in order to use our school websites located at <https://school.courtdorderedclasses.com/>, all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “**Site**”).

#### **I. Programs:**

As you agreed when you click "Accept Enrollment" to submit your order securely 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 the “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 (Program Duration). Pricing for the courses of each Program may be between \$9.99 and \$299.99 per class if the participant is paying weekly and taking one class at a time (depending on the Program that you are enrolled for). If placing your order on-line your credit/debit card will be debited when you click "Accept Enrollment". **A legally binding contract is formed at this point. You must Pay for and Complete at least 1 (one) class per week for the full Program Duration.**

#### **Programs Provided Notice:**

Please remember we are a court regulated program and as a court regulated program we are only allowed to accept enrollment if you commit to and, promise to satisfactory complete your court ordered Program. **There are no 1-hour classes for any Program in any State.** This is a safeguard

imposed by Court Ordered Programs to keep from students registering just to receive their "Proof of Enrollment" and then cancel and not follow through with the completion of their enrolled Program.

Any payments missed will result in classes marked absent. If you are on a "one class per week" payment plan you must make sure that you have the funds available with the credit card provided on the dates of your classes to avoid any marked absences on your "Progress Report" and "Certificate of Completion".

Being a court regulated program, we must also report all participants' progress status whether it is satisfactory or unsatisfactory. Unsatisfactory reports may make you vulnerable to a violation and we do not want our students violated, we want them to have the best learning experience possible.

You can always change your payment plan by contacting your case manager via phone or email. Remember your case manager is the most important person for you while you are enrolled in our program, they can give you days or even weeks off, help you with any court or probation question that you may have and provide reports to the court on your behalf if need be.

You will receive your "Proof of Enrollment" within 7 days of submitting your INTAKE 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.

### **Live Group Sessions Required Notice:**

The Group Sessions are our **WebCasted video group classrooms**. Almost all court cases are unique and required **Live Group Sessions will be calculated per State or County laws pertaining to the program(s) you have enrolled in** and displayed in your Live Group Sessions tab.

**The WebCasted groups are at no additional charge** for as long as you are enrolled in and completing your program. The groups consist per state law of 15 to 1 ratio per facilitator however, COC will try to limit the group size to encourage participant cohesiveness without service interruption. WebCasted Groups are offered daily, multiple times on some days, and require enrolment so save your seat.

You agree that you must be present at the sessions that you enroll in. In the case that you can not attend the session you have enrolled in, you must drop the session 24 hours prior to the session beginning as to make room for others. A **\$15.00 hold** will be placed on the primary credit card on file for each Live Group Session you enroll in and will be released after the satisfactory attendance of that WebCasted group session. The \$15.00 hold will be charged if you are absent for an enrolled class without notice.

Your case manager, who will be in contact with you from time to time via phone or email, will also let you know how many Group Sessions that you must attend to complete your Program, if any at all, depending on your Program. **Live Group Sessions are required for satisfactory Certificate of Completion of the program for court orders.**

If you are enrolled in our programs for Educational Purposes, or, at your layers suggestion, for the purpose that you may use the obtained Certificate of Completion on a pending court case, then **Live Group Sessions we be required**, per State or County laws pertaining to the program(s) you have enrolled in, for a satisfactory Certificate of Completion of the program as well.

Each weekly/hourly program **course questionnaire submission will require the corresponding Live Group Session attendance** to be deemed as complete.

If you receive an eMail by your case manager to enroll and participate in a Group Session, then you **MUST** make sure to enroll and participate as requested. Group Sessions require a camera, and a microphone and can be completed using a tablet, laptop or even a smartphone without a problem. You can enroll in our Group Sessions from the Dashboard on your student home page.

## **II. Assessments:**

Pricing for any of our assessments are \$229.00 per assessment, unless otherwise agreed upon. As you agreed when you click "Accept Enrollment" to submit your order securely on-line, or you fax, post or telephone us with details of your order, you are making an intent to have our trained licensed professional counselors to perform assessments. Our Assessments take a global look at the individual's history as well as current symptoms to come up with a mental health diagnosis. In order for our trained licensed professional counselors to perform assessments properly you are required to provide all documentation relating to your current or previous cases (if any) including police reports, incident reports, restraining orders or any other court paperwork you currently have or have had on previous cases before the assessment can be recorded.

You agree to authorize COC to run a full background check on you and obtain court documentation your case(s) for our trained licensed professional counselors to perform assessments properly.

## **III. Use and Disclosures:**

### **1) Website Material:**

The content of COC websites – including documents and publications – is intended only to provide a summary and a general overview 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 certificate of completion procedures.

COC 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 school.courtorderedclasses.com and courtorderedclasses.com are property of Court Ordered Programs, Inc. and are copyrighted under the United States Copyright Laws.

### **2) 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.

### **3) Use and Disclosure of Individual Client Public Information:**

All Clients Arrest Records, Court, Probation, or any other information collected regarding the Clients Case (all public information), whether obtained from the Client, court clerk, or any other source, is confidential and must be maintained, stored and used in a responsible manner so as to ensure safety and confidentiality. Confidentiality of such information is a client privilege provided by COC and is not unconditional. In the following situations duty to inform overrides confidentiality privileges: (a) Any situation where the Client has publicly posted a communication in writing or in print among other things, an artificial and unprivileged publication, which tends to injure a party in its occupation, against the Agency or the Staff that warrants a response to protect the Agency or the Agency Staff from injury to reputation or business. (b) Any situation where the Client has initiated in writing or in print among other things, a chargeback with cardholder's issuing bank. When a client disputes an order, and files a chargeback that warrants a response from COC to protect the Agency or the Agency Staff from financial injury to business and reputation with card associations, COC has an opportunity to contest the chargeback dispute by participating in a series of predefined steps created by the card associations with the issuing and acquiring banks, who act as mediators between the customer and the merchant.

### **4) Privacy and Spam:**

COC will not distribute any registrants' personal details to any external company or body. See our [Privacy Page](#) for more details.

### **5) Limitation of Liability:**

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

### **6) 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.

### **7) COC Intellectual Property:**

Court Ordered Programs, Inc. owns the copyright in all the material and documents on the school site (school.courtorderedclasses.com), the Court Ordered Classes website (courtorderedclasses.com) and the family of COC Enterprises websites (cocenterprises.com/programs.html) except where indicated. Copying or reproduction of any material is prohibited.

### **8) 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.

### **9) 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 COC or any of its associates.

# Terms of Use

## **I. Terms and Conditions:**

1. This agreement specifies the terms or conditions under which you are permitted to freely use COC 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 COC harmless for any damaging or harmful circumstances resulting from that use.
2. This agreement governs your use of COC and all its services provided directly and/or indirectly to you. COC 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 COC services constitutes your binding acceptance of these terms and conditions including any changes or modifications made by COC. 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 COC.
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 COC has the right to suspend or terminate your account, and deny you access to any or all of its services.
4. The content you obtain from COC is the sole responsibility of the person and organization providing it and hence cannot be used by you without their permission. COC 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 COC.
5. You are expressly forbidden from using COC services in any way that is inappropriate, unethical, harmful, or damaging. These includes using COC 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 COC 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 COC without prior written permission from COC.
10. COC reserves the right to stop, cease, terminate, restrict, suspend, or remove your specific access to any or all parts of any services provided by COC. COC may modify, suspend, or discontinue all or any part of our service at any time without prior notice or liability.
11. Neither COC nor any provider of any third-party content or their respective agents warrants that any service provided by COC (whole or part) will be uninterrupted or error free. COC (and all third-party content) makes no warranties as to the results obtained by using any part of our service including use of any of our online courses.

12. COC 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. COC 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 COC, 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.

## **II. Cancellation Fee:**

1. If at any point, **within 15 days after enrollment**, you decide that you cannot participate in the COC 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 20% will be deducted from your refund amount along with any other fees for services, if any, already performed.
2. Cancellation Requests must be made through the COC School Site Dashboard.
3. If at any point, you initiate in writing or in print among other things, a chargeback with cardholder's issuing bank that warrants a response from COC to protect the Agency or the Agency Staff from financial injury to business and reputation with card associations before your Cancellation Request is made, additional dispute response processing fees of up to 50% will be deducted from your refund.

## **III. Refund Policy:**

Our legal department offers a **full 100% refund** if, after INTAKE is completed, our "Proof of Enrollment" 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 14 (fourteen) days of purchase. Currently there many standards for domestic violence, batterers intervention and deferred entry of judgment program requirements; **it is your responsibility to confirm with the judge, probation, or your attorney as to whether a distance-learning or "At-Home" court ordered program will meet your requirements.**

### **Queries:**

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

**Telephone:** (661) 312-0392 – 9am to 6pm (PST) New Inquiries  
**Telephone:** (661) 481-2255 – 9am to 5pm (PST) Registered Students Line  
**Email:** [admin@courtoorderedclasses.com](mailto:admin@courtoorderedclasses.com)  
**Fax:** (661) 296-2836  
**Corporate Address:** 25350 Magic Mountain Parkway Suite 300, Valencia Ca. 91355

Electronically Signed By @{NAME} @{LASTNAME} on @{DATE}