

CULTURE ADVANTAGE ONLINE Terms of Use and COURSE POLICIES

<http://www.cultureadvantage.org/>

<http://www.culture-advantage.com/>

Please read the terms/conditions/policies before you take our courses. **Individual course policies and Special Access agreements supersede the General Policies.**

Please do not use this website if you do not agree with our term/conditions/policies. Your use of the website indicates agreement with the following:

For nurses, continue reading below, Part 1.

For everyone, read Part 2.

Part 1: FOR NURSES:

Policies for nurses as approved by Kansas State Board of Nursing

1. Online registrations are processed through PayPal. All questions on payment processing will be referred to PayPal.
2. Registration fees cover only the program and the materials. All other costs such as internet access or fees for telephone access or for printing documents, etc., are the responsibilities of the participant. **Additional fees for verification of course completion or for course audits by any professional licensing bodies would be charged regardless if the course was taken free of charge or for a fee.**
3. **All licensed healthcare professionals registering for the courses are responsible for ensuring that the courses they take meet the guidelines of their respective accreditation bodies.**
4. Participants must spend 50 minutes per contact hour on reading the lessons, completing any practicum or exercises, taking the exam, and completing the evaluation.

There is no time limit on the taking the course, however, please keep track of your minutes spent on the course. You will be asked to state how many minutes were spent on the course, for documentation purposes.

5. Please note that we reserve the right to change or modify the courses and fees at any time without notice.
6. You may come back as many times as you need to complete the lessons, or re-read the lessons. Please check to see if the course has changed since your last visit. Once you have taken the exam, you will no longer be able to read the course. (For the training site only.)
7. For security purposes, answers to the exam are not logged until you complete the exam. If you do not finish the exam, you will be able to log back in at any time. However, you

will need to repost your answers. In order to prevent this, try to finish your exam in one sitting.

8. After registration, you will be able to access your certificates (if you have subscribed for Paid Access). For your own record, please save the certificate in your server, print it out, and sign the certificate as indicated. We do not guarantee availability of certificates beyond the first day of completion of a course.

9. Your signature on the certificate will certify that you personally completed the course.

10. Registration for a course indicates agreement with our policies. Please read the additional policies, Legal Terms and Privacy policy.

12. The passing score for exams is 70% and tests may be repeated three times until successfully passed (for the etraining site <http://www.culture-advantage.com/etraining>). For the elearning Portal <http://www.cultureadvantage.org/ATutor>, retaking exams may be subject to additional fees.

13. Once you have passed a course successfully, you will be redirected to the evaluation area and to download your certificate.

14. Completion of course evaluation is a requirement for contact hours. Course completion will not be verified if participant has not completed the course evaluation.

15. **ADDITIONAL FEES** may be assessed for the following:

State Board of Nursing Audits or other professional licensure audits. If you are being audited by your board of nursing, please contact us right away and pay the fee for course audits. Your course registration does not cover the fee for course audits. \$20.00 if the course was taken within 1 year. \$30.00 if the course was taken within 1-2 years.

Expedited request: Attach a copy of your CE Certificate with your request. Fee is \$15.00 if you send us a copy. Any other verification of course completion requires payment of additional fees.

NOTE: We will not verify course completion for participants who do not provide us with a valid email address. Invalid emails will be deleted unless you update your email address in the profile section of the website.

Part 2: Applicable to anyone who uses the Culture Advantage websites:

1. Culture Advantage partners with PayPal Subscriptions service for automated course payments, subscriptions, cancellations and renewals. All questions regarding these transactions should be addressed to PayPal. Your membership or registration will be referred to as "Subscription."
2. You are solely responsible for maintaining the security of your password. Culture Advantage is not liable for any unauthorized or fraudulent use of the website or services.
3. You are responsible for providing true, accurate, current and complete information during the registration process. You agree to maintain and update the registration information to keep it true, accurate, current and complete. We verify

your identity through your registration information and through your PayPal account.

4. **ADDITIONAL FEES** may be assessed for the following:
State Board of Nursing Audits or other professional licensure audits. If you are being audited by your board of nursing, please contact us right away and pay the fee for course audits. Your course registration does not cover the fee for course audits. \$20.00 if the course was taken within 1 year. \$30.00 if the course was taken within 1-2 years.
Expedited request: Attach a copy of your CE Certificate with your request. Fee is \$15.00 if you send us a copy. Any other verification of course completion requires payment of additional fees.
NOTE: We will not verify course completion for participants who do not provide us with a valid email address. Invalid emails will be deleted unless you update your email address in the profile section of the website.
Additional Fees: Copies of certificates to be emailed to you. Once you pass the exam, the certificate is available for download. If you no longer have access to your account, you may request a copy to be emailed to you. Please check the current certificate fees for this service.
Copy of certificate to be printed and mailed to you. The fee is \$20.00 if the course was taken within 1 year, and \$30.00 if taken over a year. Please email us for this service.
5. This website is provided to members solely for the professional education and not for purposes of resale, distribution, public display or performance, or any other uses by members in any form or manner whatsoever. Unless otherwise indicated on this website, members may not display, download, and print any educational information on this website. We expect that users respect all copyright and intellectual property rights. We may terminate the accounts or access rights of members who infringe or otherwise violate our copyright or other intellectual property rights.
6. Discussion Forums: It is your responsibility to maintain your online privacy by not providing personal information other than your first name or log in name and general location when posting in the forums. Please do not make references to specific people or places/locations that could be identifiable by other participants. Culture Advantage reserves the right to edit/delete specific references in the discussion forums. Only the participant who makes the posts would be responsible for their postings.
7. You may select and use a screen name or log in name that is not your real name, provided that you use your real name when registering for participation in the Interactive Area. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.
8. Culture Advantage has no obligation to monitor or screen Postings and is not responsible for the content in such Postings or any content linked to or from such Postings. Culture Advantage however reserves the right, in its sole discretion, to monitor Interactive Areas, screen Postings, edit Postings, cause Postings not to be posted, published, uploaded or distributed, and remove Postings, at any time and for any reason or no reason.

9. All information contained on the Culture Advantage website is intended for informational and educational purposes only. The information is not intended nor suited to be a replacement or substitute for professional medical treatment or for professional medical advice relative to a specific medical question or condition.
10. By posting, publishing, uploading, or emailing or submitting by any means, any messages, audios, data, information, text, graphics, links, content, or other materials (collectively, "Postings") for use on Culture Advantage website, you grant (or warrant that the owner of such rights has expressly granted) Culture Advantage a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with the right to sublicense, to use, reproduce, modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform, translate, create derivative works from and distribute such Postings or incorporate such Postings into any form, medium, or technology now known or later developed throughout the universe. You agree that you shall have no recourse against Culture Advantage for any alleged or actual infringement or misappropriation of any proprietary right in Postings you provide.
11. PayPal provides the capability to have your membership automatically renewed prior to or upon expiration of your subscription. You may cancel your membership/subscription at any time by accessing your PayPal account. Your Culture Advantage account name, login, password and other information will be automatically deleted upon cancellation. Please read the information regarding cancellation of your subscription. Please note that this only cancels your Culture Advantage membership, NOT your PayPal account.
12. Once you have completed a course, you may not request to delete your account as we are required by law to keep your record on file for a certain period of time as per regulations of our state board of nursing.
13. We reserve the right to communicate with you at any time regarding your account or regarding any courses that you may have taken.
14. We reserve the right to provide memberships that are not created through PayPal.
15. We reserve the right to partner with third party providers for registration, course management or other software needed for the website.
16. **Course Certificates:** As a benefit of your membership, you have the capability to access your course certificates upon subscribing. However, for your own records, save and print your certificates as soon as your course is completed. It is the user's responsibility to have a printer available to print certificates of completion. We do not guarantee availability of certificate copies as members may print as many copies as needed after course completion.
17. **For members:** For courses taken at the e-training site COURSE AREA: In order to provide you with low cost service, we archive copies of course certificates taken at the e-training COURSE AREA for a limited time period based on the availability of database space. Course certificates older than 6 months may or may not necessitate a manual search of the database. In the event that you have lost a certificate after the 6 month period, and you are not able to download a copy, please contact us. We may charge a minimal fee for manual search of the database. We are not able to provide copies of certificates after a year has passed since the courses were completed.

18. **For cancelled subscriptions:** We do not guarantee availability of course certificates for cancelled memberships.
However, you may request your certificates through our **Certificate Service by providing the following information: Name, Title, State, License, Date of completion, Course Title.** If the certificate is still in the database, please refer to our Certificate Service.
19. **Refunds:** Subscription fees may be refunded: If you have not taken any of the courses during the first 24 hours of membership. Refund requests must be made within 24 hours of registration. Fees may be refunded within 24 hours of taking a course, provided the exam has not been completed. This refund policy does not apply to Program Packages such as the Medical Interpreter Training Program.
20. **If you have purchased a Packaged Program such as the Unlimited CEs or the Medical Interpreter Program, refunds are prorated per purchased program.** Please see the specific agreement for your program.
21. Refunds for Unlimited CEs Package: Fees may be refunded if requested within 24 hours of signing up for the Package less any courses completed. Each completed course will be credited as \$1.00 up to 20 courses.
22. For the Medical Interpreting Program Package: Fees may be refunded if requested within 24 hours of signing up for the Package less fees for courses that were logged into regardless if the courses were completed or not. Fees will be prorated per contact hour of the program.
23. Trial Period Fees are not refundable.
24. Legal Terms:

You agree to follow all applicable laws and regulations when using this website. Furthermore you agree that you shall not:

upload, post or otherwise transmit through or to this website or by email, any content that is:

harrassing, unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory or otherwise objectionable;

might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;

contains any viruses, Trojan horses, time bombs, or any other harmful programs or elements;

25. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of our website, its computer systems, servers or networks;
26. provide false information about yourself to us, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any content, message or other communication;
27. transmit junk mail, chain letters, or other unsolicited bulk e-mail or duplicative messages;
28. collect information about other visitors to our website without their express consent;
29. sell access to or the use of this website, including

30. any content contained on, downloaded or accessed from this website;
31. We reserve the right to prohibit conduct that we believe may be detrimental or harmful to any of our users, and to the integrity of our site. We reserve the right not to grant access to anyone. We reserve the right not to provide service, to entities who are abusing the service, or engage in harrassing, threatening, or offensive language during the use of the website.
32. We reserve the right to change the amount or the basis of the calculation and structure of our fees from time to time. One member's fee structure may be different from another member's depending on the dates of subscription.
33. Non-Commercial Use only of Interactive Areas. Any Interactive Area is provided solely for your personal use. Any unauthorized use of any Interactive Area of this Web Site, its Content, or Postings is expressly prohibited.
34. We are not obligated to delete your registration information at your request. You may not request to delete your registration information. If you do not agree to our terms and policies, simply refrain from using the website.
35. We reserve the right to delete inactive accounts at any time. In order to continue using the website, users would need to re-register.

Limited Liability

Since availability of the website depends on numerous conditions related to the nature of the Internet, such as connections, bandwidths, servers, etc, we do not warranty the service will be uninterrupted or error free. Under no circumstances shall Culture Advantage, its owners, affiliates, licensees, advertisers, agents or partners be liable for any direct, indirect, incidental, special or consequential damage that may result from the use or inability to use the service; or that result from mistakes, errors, omissions, interruptions, deletion of files, defects, delays in operation, faulty transmission, or any failure of performance, whether resulting from computer viruses, communications failure, theft, destruction or unauthorized access to Culture Advantage records, programs or services, or changes in program availability we do not warranty the service will be uninterrupted or error free.

Your use of the services is at your sole risk. The services and information are provided on an "as is" basis. Culture Advantage disclaims all express or implied conditions, representations and warranties of any kind, including any implied warranty or condition of merchantability or fitness for a particular purpose. Culture Advantage makes no representations, warranties, conditions or guarantees as to the quality, suitability, truth, accuracy or completeness of any of the content contained on the website. Further, Culture Advantage makes no representations or warranties regarding the authors who provide the educational content for the website. We have used our best efforts to obtain the most accurate and timely information available, including information pertinent to the practice of nursing, standards of care, nursing diagnosis, assessment, documentation and nursing practice acts, all of which are complex topics and subject to rapid change. Accordingly, we do not guarantee the accuracy, timeliness, reliability or completeness of any of the educational information contained on, downloaded or

accessed from the website.

Links or pointers to other websites and references to products and services offered by third parties are provided to you for your convenience only and do not constitute an endorsement or approval by Culture Advantage of (a) the organizations that operate such websites; (b) the content, privacy policies or other terms of use on such websites; or (c) such third party products and services. Since we have no control or responsibility over websites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you agree shall be at your own risk.

The transmission of data or information (including communications by e-mail) over the internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. Accordingly we do not assume any liability for any damage you may experience or costs you may incur as a result of transmissions over the internet or other publicly accessible networks. We will make every reasonable effort to safeguard the privacy of the information you provide us, we cannot guarantee it. We will not sell your name to any advertisers or mailing lists, nor will we provide demographic or professional data to any third party without your express written permission. Such data will be used by Culture Advantage for business purposes only.

If you are dissatisfied with the Culture Advantage website or with any terms, conditions, policies, guideline or practices, discontinue using the website. The Terms of Use shall be governed by and construed in accordance with the laws of the state of Kansas.

For any questions, please email or call us. Please refer to the Contact Us page.

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