



Interpreter Education Online

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TERMS OF USE OF THE SITE

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE ACCESSING THIS SITE AND THE ONLINE COURSES HOSTED HERE. BY ACCESSING THE SITE (WHICH INCLUDES THE COURSES), YOU ACCEPT AND AGREE TO ALL OF THE COVENANTS AND CONDITIONS IMPOSED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SITE.

BY USING INTERPRETEREDUCATIONONLINE.COM'S SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU ALSO AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF MODIFICATIONS TO THE AGREEMENT, WHICH MAY BE MADE AT ANY TIME. YOUR CONTINUED USE OF THIS SITE WILL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

1. Definitions

- "Access" implies using and viewing the content or otherwise obtaining information from InterpreterEducationOnline.com.
- "Agreement" or "Terms" refers to these Terms and Conditions of Use and any subsequent modifications.
- "Exercise Files" refers to files prepared by authors for use with training videos and other media.
- "InterpreterEducationOnline.com" refers to the online learning system for interpreter education headquartered in Michigan.
- "Courses" or "Content" means the online learning material, instructor-led or otherwise, as well as accompanying audio-visual work, instructions, and other written materials, which are available through the Site and are part of the Site, as well as communicated by Instructors or Course Administrator via email or other means of communication.
- "Subscriber" refers to any person that purchases or uses the Courses or Accesses the Site.
- "Website" or "Site" refers to the website maintained on the World Wide Web by Interpreter Education Online, LLC, available at <http://www.InterpreterEducationOnline.com>.
- "You" or "Your" refers to the Subscriber.

2. Limited License.

InterpreterEducationOnline.com hereby grants each Subscriber a limited, non-exclusive, non-sub licensable and non-transferable license to Access the content and information available in the Site which are subject to the payment of the applicable tuition fees and adherence to these Terms.

3. Fees; Refund Policies.

For a full listing of our course fees, please visit our [Programs and Products](#) page.

A full refund may be requested in writing via e-mail, up to 48 hours after registering. After 48 hours, the registration will be processed and there will be no refunds after that. Courses may not be transferred to another party.

4. Access to the Site; Modification of Content

Subscriber Technical Requirements:

Browsers:

Even though you may access InterpreterEducationOnline.com via any browser, we highly recommend Mozilla Firefox. Download the most recent version here:

<http://www.mozilla.com/en-US/products/download.html>

Some of the courses use pop-up windows, therefore you will need to disable pop-up blockers in your browser. Access your browser's Help menu or other documentation for information on how to modify this option.

You will also need the most recent version of the Adobe Acrobat Reader. Download the most recent version here:

http://www.adobe.com/go/EN_US-H-GET-READER

Depending on the use of streaming media, interactive multimedia or other content in the individual courses, you might need additional browser plug-ins. In most cases, your browser will instruct you in how to add these additional browser components.

More information on technical requirements can be found on our [FAQs](#) page.

InterpreterEducationOnline.com will take efforts to provide uninterrupted Access to the Site to its Subscribers. However, from time to time, Subscribers may be unable to Access the Site due to conditions beyond InterpreterEducationOnline.com's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers, and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the Site to its Subscribers, InterpreterEducationOnline.com will take all steps to ensure Access is restored within a reasonable period of time.

To provide highest quality content to its Subscribers, InterpreterEducationOnline.com reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.

Subscribers are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for use of the Site. Furthermore, it is not the responsibility of InterpreterEducationOnline.com to provide students with technical support pertaining to and including students' hardware, software, telecommunications equipment, and Internet service. External factors, affecting negatively the experience of Subscriber to InterpreterEducationOnline.com, such as hardware, software, telecommunications equipment, and Internet service malfunctions are a responsibility of the student not InterpreterEducationOnline.com.

Please note that InterpreterEducationOnline.com does not provide free support for any software or hardware issues. Should Subscriber require such support, an hourly rate of \$ 35.00 shall apply.

5. Prohibited Conduct.

Subscriber expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":

1. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects InterpreterEducationOnline.com's computers, servers or databases.
2. Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms and course instructions.
3. Use content of the training programs to train, teach, mentor or otherwise provide instructions or to/for any third party without prior written consent of InterpreterEducationOnline.com.
4. Share the content of the training programs and/or educational and training methodologies being made aware of in the course of training with any third parties including educational institutions.
5. Permit or provide others Access to the Site using Your Subscriber name and password or otherwise, or the name and password of another authorized Subscriber.
6. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer, or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.
7. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
8. Transfer the Site content to another person; "frame," "mirror," "in-line link," or employ similar navigational technology to the Site content; or "deep link" to the Site content.
9. Violate or attempt to violate InterpreterEducationOnline.com's security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.
10. Engage in any other conduct which violates the Copyright Act or other laws of the United States.
11. Use any device (such as a "web crawler" or other automatic retrieval mechanism) or other means to harvest information about other Subscribers, the Site or InterpreterEducationOnline.com.
12. Use the Site to violate a third party's intellectual property, personality, publicity, or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party's intellectual property rights.
13. Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by InterpreterEducationOnline.com.
14. Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or

conduct that may give rise to civil liability.

15. Advertise or otherwise solicit funds, goods or services on the Site.

16. Provide any commercial hosting service with Access to the Site and/or the content on the Site.

To ensure that Subscribers of the Site do not engage in Prohibited Conduct, InterpreterEducationOnline.com reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the Site to any person or entity whose use of the Site suggests Prohibited Conduct. Access of the materials available at the Site beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the Site and will result in revocation or denial of Access to the Site. The terms “normal patterns” and “abuse” shall be determined solely by InterpreterEducationOnline.com.

You agree not to violate any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

6. Course Access Extension

If a student requires additional time to complete a course, the following extensions can be granted:

Advanced 8-Unit Course: 4 weeks

Basic 3-Unit Course: 2 weeks

Single Topic Unit: 1 week

12 week Preparatory Course for the CCHI/NBCMI Exam: 2 weeks

24 week Healthcare Interpreter Training Program: 4 weeks

Students must request an extension in writing (via email) at least 2 weeks before the end of their course. Emergencies will be taken into consideration on a case by case basis.

A student’s failure to adhere to the course schedule will result in the following:

1. The Course Administrator will notify the student via email of their delinquent status. Should the student fail to respond to the email and correct their delinquency within the timeframe listed in the email, they shall be immediately unenrolled from the course, thus forfeiting their tuition in its entirety.

2. If the student in the delinquent status wishes to continue with their course, they may purchase additional access to the course at the rate of 25% of the prorated tuition. The student will then be granted an additional month of access to their course.

7. Limited Warranties.

InterpreterEducationOnline.com warrants that the site, if operated as directed, will substantially achieve the functionality described on the site. InterpreterEducationOnline.com provides no warranty that your hardware, software, telecommunications equipment and/or internet service is compatible or sufficient to access the site.

InterpreterEducationOnline.com’s sole liability for any breach of this warranty shall be, in its sole and absolute discretion: (a) to advise the Subscriber how to achieve substantially the same functionality with the site as described; or (b) if the above remedies are impracticable, to refund the tuition fee paid for access to the site.

The Subscriber must inform InterpreterEducationOnline.com of any problem with the site within thirty (30) calendar days of discovering the problem or InterpreterEducationOnline.com will not be obligated to honor this warranty. InterpreterEducationOnline.com will use commercially reasonable efforts to restore access to the site pursuant to the foregoing warranty within thirty (30) calendar days of being so notified. If the Subscriber engages in improper use of the site which interrupts access to the site; or if the Subscriber violates the terms of this agreement, then this warranty shall immediately terminate. This warranty shall not apply if the site is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the software was designed to be used as described.

8. Disclaimers And Limitation Of Liability.

The Subscriber accesses this site at their risk. The site is provided on an “as is, as available” basis without warranty of any kind (beyond the warranties set forth in section 6), expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties’ rights are specifically disclaimed. InterpreterEducationOnline.com does not warrant any particular result from use of the site. Under no circumstances and under no legal theory (tort, contract or otherwise) shall InterpreterEducationOnline.com or any of its affiliates, agents, employees, shareholders, directors, officers, third party content providers, successors, or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive, or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages, or losses. Your use of this site is at your sole risk and any content that you download is downloaded at your own discretion and risk, you are solely responsible for any damage to your computer system in excess of the amount InterpreterEducationOnline.com received from the student for a tuition to take the courses through the site, and for any loss of data that results from the downloading of any such content, including any damages resulting from computer viruses. In no event will InterpreterEducationOnline.com be liable for any damages in excess of the amount InterpreterEducationOnline.com received from the student for tuition to take the courses through the site, even if InterpreterEducationOnline.com shall have been informed of the possibility of such damages, or for any claim by any other party. In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of InterpreterEducationOnline.com, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of Subscriber information through theft or any other means. InterpreterEducationOnline.com is not liable for criminal, tortuous, or negligent actions or omissions of third parties that affect this site.

No dealer, agent, or employee of InterpreterEducationOnline.com is authorized to make any modifications, extensions, or additions to these limited warranties or disclaimers.

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InterpreterEducationOnline.com makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows Subscribers to access information found on another site. Additionally, InterpreterEducationOnline.com does not warrant the existence or functionality of any website which can be accessed through a link located on this site.

10. Copyrights, Trademarks and Other Proprietary Rights

InterpreterEducationOnline.com or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything You read or see on the Site is copyrighted, trademarked, or otherwise protected and owned or licensed by InterpreterEducationOnline.com. Except as expressly stated on the Site or in these Terms, nothing that You read or see on the Site or in the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of InterpreterEducationOnline.com, except as provided in these Terms. Nothing in these Terms grants You an express or implied license to use any of InterpreterEducationOnline.com's intellectual property except as set forth in Section 2.

11. Indemnification

Subscriber agrees to defend, indemnify and otherwise hold harmless InterpreterEducationOnline.com and its officers, directors, agents, employees, shareholders, successors, and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from Subscriber's Prohibited Conduct or other improper or illegal use of the Site, or breach of these Terms.

12. Security; Authorized Use

Subscribers are prohibited from violating or attempting to violate the security of the Site. InterpreterEducationOnline.com has the right to investigate occurrences of possible violations and will

cooperate with all applicable law enforcement authorities in prosecuting violators. InterpreterEducationOnline.com may suspend Your Access while it conducts an investigation. Subscribers are required to enter a Subscriber name and password to Access the Site. To protect against unauthorized Access to Your account, it is recommended that You close the browser when You have finished using the Site. You are responsible for maintaining the secrecy of Your Subscriber name and password.

You represent and warrant that You are the person on whose behalf You claim to accept these Terms, or, if You are entering into these Terms on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and bind the person or entity. You also represent and warrant that You are an adult who is legally able to enter into these Terms.

You may not use the account, Subscriber name or password of someone else at any time. You agree to notify

InterpreterEducationOnline.com immediately of any unauthorized use or loss of Your account, Subscriber name, password, and/or credit card information and if You are aware of or suspect other unauthorized use of the Site and/or the Site content. InterpreterEducationOnline.com will not be liable for any loss that You incur as a result of someone else using Your Subscriber name and password with or without Your knowledge. You may be held liable for any losses incurred by InterpreterEducationOnline.com, its affiliates, officers, directors, employees, consultants, agents or representatives due to someone else's use of Your account, Subscriber name or password.

InterpreterEducationOnline.com will never ask You for Your password. If You need a new Subscriber name and/or password, InterpreterEducationOnline.com will generate one automatically through its computers and send it to Your e-mail or postal address.

13. Termination of Agreement.

In addition to InterpreterEducationOnline.com's other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. InterpreterEducationOnline.com may also terminate Access to the Site or cancel subscriptions to the Site without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that InterpreterEducationOnline.com deems inappropriate.

In the event of termination of this Agreement, the provisions in this Agreement shall survive in perpetuity. Each Subscriber's obligation to pay outstanding subscription fees shall survive any termination of this Agreement.

14. Privacy Policy.

In order to honor your trust, all of InterpreterEducationOnline.com's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information You provide. For more information, please review InterpreterEducationOnline.com's Privacy Policy.

15. Academic Performance Policy.

a.) Enrollment Termination

Student's enrollment in an IEO course is subject to termination under the following circumstances:

- 1.) Systematic academic non-performance. Academic non-performance is defined as failing the majority of assignments and tests (results below 70% or non-completion) during any study period of the selected program.
- 2.) Assignment completion tardiness: failure to submit required assignments within the specified time period for each unit.
- 3.) Violation of terms and conditions indicated in any section of this document.

The student will receive three (3) notification emails prior to enrollment termination to allow the student an opportunity to correct the situation: general inquiry, last warning and notification on the day of enrollment termination. Upon termination, former students can resume the course work by paying 25% of the prorated tuition.

b.) Certificate of Completion Policy

A Certificate of Completion will be issued only to those students who have successfully completed curriculum and the course work of the selected program in its entirety within the allotted timeframe. Those students whose level of academic performance falls below 70% will not be awarded a Certificate of Completion. Students are informed of the specific requirements for completion of each program at the beginning of each course and are strongly advised to adhere to those requirements in order to successfully complete their course.

15. Miscellaneous.

These Terms constitute the entire agreement between InterpreterEducationOnline.com and Subscriber regarding the subject matter hereof. Any previous agreement, whether oral or written, between InterpreterEducationOnline.com and a Subscriber dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon Subscriber's breach or threatened breach of these Terms, InterpreterEducationOnline.com may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. InterpreterEducationOnline.com's remedies are cumulative and not exclusive. Failure of InterpreterEducationOnline.com to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. Subscriber agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. By Accessing the Site, Subscriber signs for and accepts this shortening of the statutes of limitations. InterpreterEducationOnline.com makes no representation that the content of the Site is appropriate or available for use in all locations. InterpreterEducationOnline.com operates this Site from the United States and makes no representation that the Site complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Site. You may not assign Your rights or delegate Your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms. InterpreterEducationOnline.com cannot provide notifications via post, only e-mail.

16. Governing Law; Dispute Resolution; Forum and Venue.

These Terms and any claim or action related to or arising from these Terms or content on the Site shall be governed by Michigan law, without regard to any provision that would make the laws of another jurisdiction applicable. Any dispute arising out of these terms and conditions shall be resolved exclusively by the court within the state jurisdiction. You agree that, notwithstanding any more permissive statute of limitations, you must file any claim or cause of action arising out of or related to your use of the site within one (1) year after such claim or cause of action arises or be forever barred from doing so. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim or action.

EFFECTIVE DATE: May 07, 2014