

Terms and Conditions:



Monthly Plans

"Mind Works Professional Education, Inc." or 'MWPE' is the parent company of DBA "Online CE Credits"

1 Interpretation

1.1 "MEMBER" means the person or company who is named on the Online CE Credits monthly plan form and for whom, following acceptance by Online CE Credits/MWPE has agreed to provide services to, in accordance with these terms.

A MEMBER is the entity bound to these terms and conditions set herein.

1.2 "MEMBERSHIP" means the period of time when a Member is contracted to Online CE Credits/MWPE.

1.3 "SPECIFIED SERVICE" means the service provided by Online CE Credits/MWPE and set out in the literature provided with these terms.

1.4 "MWPE" means Mind Works Professional Education, Inc., the parent company of DBA "Online CE Credits" whose registered office is at 513 N. Mur-Len Road, Olathe, KS 66062.

1.5 "MONTHLY PAYMENTS" means the payments due to Online CE Credits/MWPE at monthly intervals throughout the Contract Term and thereafter until the agreement is terminated by either party in accordance with these terms.

1.6 "CONTRACT TERM" means the initial 12 month period from the date when the Member signs the Online CE Credits/MWPE Membership form.

2 Agreement to these Terms

When signing up for a monthly subscription plan with Online CE Credits/MWPE, the Member confirms that it has read and agrees to be bound by to be bound by Online CE Credits/MWPE's Terms and Conditions.

3 Supply of the Specified Service

3.1 Online CE Credits/MWPE shall provide the Specified Service to the Member subject to these terms.

3.2 Online CE Credits/MWPE shall use its reasonable endeavors to provide the Specified Service within the advertised times.

3.3 Online CE Credits/MWPE may at any time without notifying the Member make any changes to the Specified Service which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature of the Specified Service.

3.4 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by Online CE Credits/MWPE in advance of those changes taking place.

4 Contract Term and Payments

4.1 Membership with Online CE Credits/MWPE is for an initial Contract Term of 12 months from the date of signing the application form. Member will make 12 x Monthly Payments via MoonClerk or similar subscription platform and Online CE Credits/MWPE will raise invoices to reflect the Payments due for the Contract Term.

4.2 Following the expiry of the Contract Term, membership and payments will cease unless or until the Member re-applies for membership for another 12 months.

4.3 All charges quoted to the Member will be kept at the prevailing rate, and these must be paid without deduction or set-off.

4.4 Should a Monthly Payment be more than 7 days late or remain unpaid at any point during the Contract Term, interest at a rate of 10% per day, up to 21 days, will be incurred, and Online CE Credits/MWPE will suspend the Specified Service.

4.5 If overdue Monthly Payments are not received within 60 days of Online CE Credits/MWPE requesting them, debt collection proceedings may be commenced and any fees incurred charged to the Member.

5 Warranties and Liability

5.1 Online CE Credits/MWPE warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably possible. Where Online CE Credits/MWPE uses the service of any agent or third party (such as speakers at events) Online CE Credits/MWPE does not give any warranty, guarantee or indemnity in that respect.

5.2 Except in cases of death or personal injury caused by Online CE Credits/MWPE's negligence, Online CE Credits/MWPE shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of Online CE Credits/MWPE or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of Online CE Credits/MWPE under or in connection with the Specified Service shall not exceed twice the amount of Online CE Credits/MWPE's charges for the provision of the Specified Service, except as expressly provided in these Terms. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

5.3 Online CE Credits/MWPE shall not be liable to the Member or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of Online CE Credits/MWPE's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond Online CE Credits/MWPE's reasonable control, and time shall not be of the essence.

6 Termination of Membership

6.1 The Member may terminate the contract by giving one month's written notice to Online CE Credits/MWPE. If notice is given during the Contract Term, the Member remains liable for the Monthly Payments for the remaining period of the Contract Term if benefits of service have been received. Early termination may be granted for a flat \$100 fee if the Member has not yet received benefits of service AND has not been billed for more than two consecutive billing periods.

6.2 Either party may at any time terminate the contract by immediate written notice if the other commits any material breach of these terms or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 Upon termination of this contract for whatever reason all sums owed by the Member to Online CE Credits/MWPE shall become due and payable by the Member with immediate effect.

6.4 For the avoidance of doubt, if the Member breaches any of the terms of membership, the Membership Subscriptions Guarantee (clause 8) becomes null and void.

7 Insolvency of Member

7.1 This clause applies in the following circumstances:

7.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

7.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members; or

7.1.3 The Member ceases, or threatens to cease, to carry on business; or

7.1.4 Online CE Credits/MWPE reasonably believes that any of the above events is about to happen and notifies the Member accordingly.

7.2 If this clause applies then, without limiting any other right or remedy available to Online CE Credits/MWPE, Online CE Credits/MWPE may cancel the Contract or suspend Membership, including access to its website and, if Monthly Payments are still due, they will become immediately payable notwithstanding any previous agreement or terms.

8 Membership Subscriptions Guarantee

8.1 Online CE Credits/MWPE wishes for members to receive a return on their investment many times over through full involvement in the Specified Services, however, the Member retains responsibility for making the very most of the many opportunities membership offers.

8.2 'Expectations of Membership' must have been set forth and agreed upon, outlining the many opportunities membership offers at the (refer to application form) time of joining.

8.3 The Member must not have committed any breaches of these terms or of the membership contract.

9 General

9.1 Notices to Online CE Credits/MWPE are to be sent to the registered address. Notices to the Member will be sent to the address on the application form, or the email provided on the form, unless Online CE Credits/MWPE is otherwise informed in writing.

9.2 No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

9.4 United States law shall apply to this agreement, and the parties agree to submit to the jurisdiction of the U.S. courts.

9.5 Membership of Online CE Credits/MWPE is at the sole discretion of Online CE Credits/MWPE and it reserves the right to refuse membership.

9.6 Online CE Credits/MWPE only retains contact details of The Member, as entered on the Membership sign-up form. Online CE Credits/MWPE does not hold any personal information about The Member, nor any bank account details.

APPENDIX

Throughout the Membership Terms and Conditions, the term "Specified Service" is used. Online CE Credits/MWPE commits to provide the following (to individuals or institutions) under specified plan names in quotes:

- "Everything Plan" Members will have access to unlimited homestudy continuing education courses at www.onlinececredits.com, under the ALL COURSES tab as well as all continuing education (non professional development) live events/webinars offered for CE credit under the LIVE EVENTS tab. Upon joining the monthly membership plan, Members will be emailed a personal coupon code to use at www.onlinececredits.com, and this coupon code will be valid for unlimited CE courses for the duration of the Contract.
- "Everything + Professional Growth" Members will have access to all CE courses described in "Everything Plan" above (i.e. all courses under ALL COURSES menu tab and all CE granting live events/webinars under the LIVE EVENTS tab), in addition to professional development courses and materials under the PROFESSIONAL DEVELOPMENT tab at www.onlinececredits.com.