

NEW AGE INNOVATION, LLC
STUDENT ENROLLMENT AGREEMENT FOR MRI ONLINE STUDIES

I. FEE AND COURSE REQUIREMENTS

1. The purpose of the Course is to prepare the Participant for the American Registry of Radiological Technologists (ARRT) MRI Certification Exam.

2. The fee for the Course is \$2,150.00. In order to be eligible for the Participant to begin the Course, the fee must be paid before the start of the course.

3. The fee paid for the Course and its materials is **non-refundable**, regardless of who paid the fee, received the materials and/or whether or not the Course is completed by the Participant. A full refund will be made to any student who cancels the Enrollment Agreement within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the Enrollment Agreement is signed, except that NAI may retain not more than \$100.00 in any administrative fees charged, as well as items of extra expense that are necessary for the portion of the program attended and stated separately on the Enrollment Agreement.

4. In order to receive the American Society of Radiological Technologists (ASRT) Continuing Education Units (CEU) of credits and a Course Completion Certificate the Participant must:

- i. Complete the entire Course;
- ii. Certify his or her attendance after each week;
- iii. Complete all of the Weekly Tests, making a score of 75% or more and certifying that the Weekly Tests were taken and the answers were provided solely by the Participant;
- iv. Successfully complete of the required MRI Clinical Facility Training (see details in Section II below); and
- v. Upon completion of the Course, turn in the provided Course Evaluation Form, fully completed.

5. The rights of Participant to take the Course and use its materials are not assignable or transferable.

6. Only the Participant will be awarded the CEU credits and Course Completion Certificate.

7. NAI agrees to make every effort to prepare the Participant for ARRT MRI Certification Exam. However, NAI does not take responsibility for, nor may it be held liable for, any failure of the Participant to successfully pass the ARRT MRI Certification Exam.

8. The materials used in the Course are proprietary and all copyrights are reserved solely to NAI. The Participant agrees by participating in the Course and paying the fee that his or her rights in the materials are solely for their personal use in the Course and that they will not be copied, republished or distributed, in whole or in part, by the Participant or his or her agents, servants, employees, or assigns at any time.

9. The Participant agrees that NAI is authorized to use the Participant's Personal Information to the extent of his or her First Name, State and completed Course Evaluation for posting online on the NAI website.

II. REQUIRED MRI CLINICAL FACILITY TRAINING

10. MRI Clinical Facility Training is offered as part of or during the Course if needed. The Participant will need to complete the ARRT MRI Clinical Requirements at the Clinical Facility in order to attain practical, clinical experiences ("Training") in order to take the ARRT MRI Certification Exam.

11. Participant shall be responsible for locating and providing contact information to NAI for the Clinical Facility in which Participant will complete his or her Training. NAI shall be responsible for contacting the Clinical Facility to arrange for Participant's Training at the Clinical Facility. Should Participant fail to be accepted or be dismissed from the Clinical Facility for any reason before completion of Participant's Training, NAI shall bear no responsibility and Participant shall not be due any refund for the fee paid to attend the Course.

12. Participant agrees to submit to a full background check prior to entering into any Clinical Facility.

13. Participant agrees that he or she shall abide by the following requirements while participating in the Clinical Facility training:

- i. Participant shall not perform Venipuncture Techniques on patients;
- ii. Participant shall not administer Contrast Agents unless directly supervised by Clinical Facility Instructor, Supervisor, or Lead Technologist;
- iii. Participant shall perform duties as assigned without intentionally harming patients;
- iv. Participant shall follow Clinical Facility Site Policies regarding: Substance Abuse, Safety Rules, Screening of patients. Safety

Zones, Lab Values Calculators, Infectious Control, and Patient Confidentiality / HIPAA; and

- v. Participant shall be respectful and professional to all Clinical Facility's colleagues and patients served at all times.

III. TERMS AND CONDITIONS FOR USE AND ACCESS OF THE NAI WEBSITE

14. Access to and use of NAI's Internet website www.laymanterms.org (the "Site") is governed by the terms and conditions ("Terms and Conditions") set forth below, as well as any applicable laws, statutes, ordinances and regulations. **By accessing the Site, you agree to be bound by these Terms and Conditions. If you do not agree to each of these Terms and Conditions, do not use the Site. Each time you use the Site, the current version of the Site's Terms and Conditions will govern your use. Accordingly, when you use the Site, you should check the date of the Terms and Conditions (which appear at the top) and review any changes since the last log in.**

15. The information and materials on this Site are presented for the purpose of promoting the products and services of NAI.

16. Registration, Accounts and Passwords.

a. Registration. Some of the features made available on the Site require registration. Upon registration for access to such features, the Participant agrees to be responsible for: (i) maintaining the confidentiality of passwords or other account identifiers which the Participant chooses; and (ii) all activities that occur under such password or account identifiers.

b. Security Breaches. The Participant agrees to notify NAI of: (i) any loss of his or her password or other account identifiers; and (ii) any unauthorized use of his or her password or other account identifiers. NAI shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the Participant's failure to comply with this section.

17. Copyright and Trademark Rights. The materials located on the Site, including, without limitation, the text, graphics, and all other audible, visual, and downloadable materials, as well as the selection, organization, coordination, compilation, and overall look and feel of the Site (collectively, the "Content") are the property of NAI or its licensors or designees and are protected by copyright, trademark and other intellectual property laws. All right, title and interest in and to the Content are owned, licensed and/or controlled by NAI. The Participant may download one computer copy or print one copy of the Content on this Site for his or her own non-commercial, educational, private or domestic use only, provided that he or she does not delete or change any copyright, trademark, or other proprietary notices. Any other copying, redistribution, retransmission, publication, uploading or modification of any of the Content is strictly prohibited without the express written consent of NAI. To obtain permission to reuse Content, please submit a written request.

18. Privacy Statement. NAI is committed to protecting the privacy of the users of its Site. For information on how information is collected, used or disclosed by NAI in connection with the Participant's use of this Site, please consult our Privacy Policy.

19. Links to Other Websites. The Site may contain links to websites operated by other people or companies. Please be aware that NAI is not responsible for the content, functionality or privacy practices of those websites.

20. Submissions. Any communication or material the Participant transmits to the Site by electronic mail or otherwise, excluding personally identifiable information about his or her self, including, but not limited to any questions, comments, suggestions or the like will be treated as non-confidential and non-proprietary by NAI. By transmitting such communications, the Participant automatically grants NAI a royalty-free, perpetual, irrevocable non-exclusive license to use reproduce, modify, publish, edit, translate, distribute, perform, and display such material(s) alone, or as a part of other works in any form, media, or technology whether now known or hereafter developed and to sublicense such rights to anyone. Anything the Participant transmits may be used by NAI for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, or developing, manufacturing and marketing products or services using such information.

21. Disclaimer of Warranties. IF THE PARTICIPANT ACCESSES THE SITE OR ANY MATERIAL AVAILABLE THROUGH THIS SITE, HE OR SHE DOES SO AT HIS OR HER OWN RISK. THE SITE IS PROVIDED "AS IS." NAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO THE PARTICIPANT OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITE. NAI DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NAI DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SITE, OR ANY PART THEREOF; (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE; (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND ANY OTHER WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY NAI. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SITE WILL MEET ANY PARTICIPANT'S NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. IN ADDITION, THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT NAI'S WARRANTY DOES NOT COVER TELECOMMUNICATIONS OR INTERNET OUTAGES CAUSED BY THIRD PARTIES OR OTHERWISE OUTSIDE OF NAI'S CONTROL. SERVICES MAY BE LIMITED BY MANY FACTORS, INCLUDING INHERENT RISKS OF THE INTERNET.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTICIPANT. IN SUCH JURISDICTIONS, NAI'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

22. Limitation of Liability. IN NO EVENT WILL NAI OR ITS AFFILIATES OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY PARTICIPANT'S ACCESS, USE OR INABILITY TO USE THIS SITE, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING LOSS PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SITE).

NAI RESERVES THE RIGHT TO ALTER THE CONTENT OF THIS SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF NAI OR ITS AFFILIATES OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, NAI'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

23. Indemnification. The Participant agrees to indemnify, defend and hold harmless NAI, its respective successors, assigns, affiliates, distributors, licensees and their past and present officers, directors and employees, representatives, and agents from and against any suit, claim, liability, or proceeding in connection with any third party claim due to or arising out of Participant's violation of these Terms and Conditions.

24. Severability and Integration. These Terms and Conditions constitute the entire agreement between the Participant and NAI regarding the use of this Site, superseding any prior or contemporaneous communications and proposals between you and NAI. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

25. Termination. The Participant acknowledges and agrees that NAI, in its sole and absolute discretion, may, without notice, suspend or terminate the Participant's use of, or access to all or part of the Site, and remove and discard any information or Content or any of the Site,

for any reason. The Participant further agrees that NAI shall not be liable to the Participant or to any other person as a result of any such suspension or termination.

26. Governing Law and Forum. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Alabama, excluding its conflict of law rules. The Participant expressly consents and agrees to submit to the exclusive jurisdiction and venue in the state and federal courts located in Jefferson County, Alabama. The parties hereby waive any and all rights to a trial by jury.