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Velocity Training: Education Solutions, LLC shall have the right, but not the obligation, to monitor the content of [www.1169certified.com](http://www.1169certified.com), including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Velocity Training: Education Solutions, LLC and to satisfy any law, regulation or authorized government request. Velocity Training: Education Solutions, LLC shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on [www.1169certified.com](http://www.1169certified.com). Without limiting the foregoing, Velocity Training: Education Solutions, LLC shall have the right to remove any material that Velocity Training: Education Solutions, LLC, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **16. INDEMNIFICATION**

User agrees to defend, indemnify and hold harmless Velocity Training: Education Solutions, LLC, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Velocity Training: Education Solutions, LLC by User or User's Account.

## **17. TERMINATION**

Either Velocity Training: Education Solutions, LLC or User may terminate this Agreement at any time. Without limiting the foregoing, Velocity Training: Education Solutions, LLC shall have the right to immediately terminate User's Account in the event of any conduct by User which Velocity Training: Education Solutions, LLC, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. Termination of this Agreement by User must be made in writing to:

Velocity Training: Education Solutions, LLC  
6025 Stage Rd. Suite 42-417  
Memphis, TN. 31834

## **18. MISCELLANEOUS**

This Agreement and any operating rules for [www.1169certified.com](http://www.1169certified.com) established by Velocity Training: Education Solutions, LLC constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Tennessee (United States of America), without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## **19. COPYRIGHT NOTICE**

Velocity Training: Education Solutions, LLC and its logos are trademarks of Velocity Training: Education Solutions, LLC. All rights reserved. All other trademarks appearing on Velocity Training: Education Solutions, LLC are the property of their respective owners.

## **20. TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email

addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred. User should read and understand the Trademark and Copyright notice posted within [www.1169certified.com](http://www.1169certified.com).

## **21. NON-DESCRIMINATION POLICY**

Velocity Training: Education Solutions, LLC admits students without regard to race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability, or any other factor prohibited by law. Velocity Training does not discriminate on the basis of race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability, or any other factor prohibited by law in the recruitment and admission of students, the operation of any of its educational programs and activities, and the recruitment and employment of faculty and staff.

In regards to age, our services are only available to individuals 18 years of age or older for obvious reasons. With that being said, if you are under the age of 18 and can obtain parental permission or are legally emancipated, please contact our sales department for special exclusions.

Email: [sales@velocitytrained.com](mailto:sales@velocitytrained.com)

## **22. CONDUCT POLICY**

During some courses, interaction between students and instructors will take place.

Velocity Training: Education Solutions, LLC has a firm policy designed to protect the rights of students and instructors. This policy ensures that Velocity Training: Education Solutions, LLC courses are ones characterized by mutual respect, civility, and good citizenship. Velocity Training: Education Solutions, LLC students and instructors are expected to accept and adhere to the following high standards of personal conduct.

- **Academic Integrity:** Velocity Training: Education Solutions, LLC expects students to fulfill their academic obligations through honest and independent effort. Academic misconduct includes but is not limited to the following: knowingly furnishing false or misleading information, plagiarism in any form, willfully aiding another in any act of academic dishonesty, and/or any joint effort in examinations (unless authorized by the instructor).
- **Online Class Conduct:** Some courses require the use of online chat rooms (digital classroom AND/OR student-instructor discussions). Discourteous or unseemly conduct may result in a student being EJECTED from the "classroom". Some examples of "classroom" misconduct that will not be tolerated include, but are not limited to the following: disorderly conduct, harassment, verbal abuse, verbal assault, interference with the educational opportunity of other students, and/or seemingly attending "class" under the influence of alcohol or other drugs.

**ABSOLUTELY NO REFUND OF FEES PAID WILL BE MADE IF STUDENT/USER VIOLATES THESE TERMS OF CONDUCT AND IS SUBSEQUENTLY EJECTED FROM THE COURSE OR COURSES OR STUDENT USER INTERFACE OR CLASSROOM.**

Any rights not expressly granted herein are reserved.

Date of Revision: September 29, 2017 at 05:26 a.m.

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