the Cardinal Group II

OPEN-ENROLLMENT COURSES

TCG2 Enrollment Terms

Registration, cancellation, credit, and attendance policies for agencies and individuals

1. Who these terms apply to

These terms apply to every agency and individual that enrolls a participant in an open-enrollment course offered by The Cardinal Group II, LLC ("TCG2"). That includes classes held at another agency's facility or on a college campus. Any arrangement between TCG2 and the host does not change these terms for other participants.

2. Tuition and payment

Tuition is charged per participant at the rate listed for the course. Tuition includes the printed course materials, which TCG2 supplies. Agencies are invoiced, and invoices are due within 30 days of receipt (Net 30). Individuals who register on their own pay by card at registration.

3. Seat confirmation

A seat is confirmed when TCG2 receives payment, or the agency's acceptance of these terms at registration, or a purchase order from the participant's agency. Registrations that are not confirmed do not hold a seat. TCG2 will send a confirmation once the seat is held.

4. Minimum enrollment and cancellation by TCG2

Each class needs a minimum number of paid participants to run. If a class does not reach its minimum, TCG2 may cancel it by giving notice at least 5 business days before the first day of class.

Payments for a canceled class are issued as training credits under Section 5. They are not refunded. TCG2 will cancel any unpaid invoices for a canceled class. If TCG2 cancels or reschedules a class, enrolled participants may attend the rescheduled date or the next offering of the course, or receive a training credit.

5. Training credits

Credits are issued to whoever paid for the seat. Each credit equals the dollar amount of tuition paid for the seat. When an agency pays, the credit belongs to the agency, which may use it for any open TCG2 course and assign it to any of its employees. When an individual pays, the credit belongs to that individual. If the course a credit is applied to costs more, the credit holder pays the difference. Any unused balance stays on the credit until it expires.

Credits expire 12 months after the date of issue and have no cash value.

6. Withdrawals

If a participant is withdrawn at least 10 business days before the first day of class, TCG2 will cancel the invoice for that seat or, if tuition has already been paid, issue a training credit. Withdrawals after that date are not eligible for a credit or refund, and tuition remains due.

7. Substitutions

An agency may send a different employee in place of an enrolled participant at any time before the class begins. Send the substitute's name and email to lindseypappas@thecardinalgroup2.com.

8. No-shows

A participant who does not attend is not eligible for a credit or refund, and tuition remains due.

9. Training records

TCG2 does not record or report individual comments from class discussion without the participant's express consent. Individual test scores and course evaluations are shared only with the participant and the participant's employing agency. TCG2 provides attendance and course completion records to the employing agency and to MCOLES where required.

10. Agency purchasing terms

If an agency must use its own contract or purchasing terms, TCG2 will review them before enrollment. Any changes to these terms must be approved in writing by TCG2. These Enrollment Terms control over any preprinted terms on an agency's purchase order unless TCG2 agrees otherwise in writing.

11. Course materials

Participants may not record, photograph, copy, distribute, or adapt course materials or class sessions, or use them to deliver or develop other training. This does not limit TCG2's own photographs and recordings under Section 13.

12. Participant conduct

Participants must follow the host facility's rules. TCG2 may remove a participant whose conduct disrupts the class or violates those rules. A removed participant is not eligible for a credit or refund, and tuition remains due. Each enrolling agency is responsible for the conduct of its own participants.

13. Media release

TCG2 may photograph, film, and record its classes. A participant grants the release in this section by accepting it at registration or by completing TCG2's media release form.

Grant of rights. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the participant irrevocably grants TCG2, its legal representatives, licensees, successors, and assigns, the unrestricted right and permission to photograph, film, record, and otherwise capture the participant's name, likeness, image, voice, appearance, and performance (collectively, "Content").

The participant further grants TCG2 the perpetual, worldwide, royalty-free right to use, reproduce, edit, modify, publish, distribute, display, and create derivative works from the Content, in whole or in part, in any and all media now known or hereafter developed, including but not limited to advertising, marketing, promotional materials, social media, websites, and commercial use.

Waiver of approval. The participant waives any right to inspect or approve the finished Content or any materials in which the Content may be used, including any associated written or spoken copy.

No compensation. No compensation, royalties, or payments are due to the participant for the use of the Content unless TCG2 agrees otherwise in writing.

Release of liability. The participant releases, discharges, and agrees to hold harmless TCG2 and its agents from any and all claims, demands, or causes of action arising out of or related to the use of the Content, including but not limited to claims for defamation, invasion of privacy, or right of publicity.

Representations. The participant represents and warrants that they have the full legal right and authority to grant this release, and that granting it does not conflict with any other agreement or obligation.

14. General terms

These Enrollment Terms, including the media release in Section 13, are governed by the laws of the State of Michigan, without regard to its conflict of law principles. If any provision of these terms is held invalid or unenforceable, the remaining provisions continue in full force and effect.

15. Questions

Contact TCG2 at lindseypappas@thecardinalgroup2.com or 947-622-4618.

ACCEPTANCE OF TERMS

These terms are accepted electronically during registration. Checking the box agreeing to these terms serves as the electronic signature of the person registering. For agencies enrolling by invoice or purchase order, that person must be authorized to accept these terms on the agency's behalf, and the agency agrees to them for the participants listed on its registration. The course, class dates, number of seats, and the authorizing person's name and title are collected during registration.

An agency's acceptance does not grant the media release in Section 13 on behalf of its participants. Each participant accepts that release individually.