

## **Terms of Service**

This agreement specifies the terms or conditions under which you are permitted to freely use the American Institute of Forensic Education, Inc., (AIFE), to serve your educational needs and interests. The agreement obligates you to observe rules of acceptable conduct in the use of its service and to indemnify and otherwise hold the American Institute of Forensic Education, Inc., harmless for any damaging or harmful circumstance resulting from that use. The conditions specified herein are referred to as the American Institute of Forensic Education, Inc., Terms of Service. The services you are permitted to use under these conditions or terms are those currently available through taife.com. You are free to use them to serve your educational needs and interests, provided you agree to the following terms.

## **General Terms of Service**

This agreement governs your use of the American Institute of Forensic Education, Inc. (also known as AIFE), and all of its services provided directly and/or indirectly to you. The American Institute of Forensic Education, Inc. reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon publishing on our service. Your continued use of services constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by AIFE as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease using any service provided by AIFE.

## **Your Obligation to Provide Accurate Registration Data**

Under the terms of this agreement, you agree to provide accurate, current and complete information about yourself, as requested by the registration form, and to maintain and update that information as requested. You understand that if your registration information is untrue, inaccurate, not current, or incomplete, or if the American Institute of Forensic Education has grounds for suspecting that the information is untrue, inaccurate, not current, or incomplete that it has the right to suspend or terminate your account, and to deny you access to any or all of its services. You understand that all registration information is subject to our Privacy Policy (please see Privacy Policy below)

## **Your Obligation to Maintain your Account, Password, and Security**

Under the terms of this agreement, you are responsible for creating a password and account designation when registering for education services. Passwords are not to be shared with any other person at any time or for any reason. It is your sole responsibility to maintain the security and confidentiality of your password, account, and all activities occurring therein. Should that confidentiality or security be breached in any way, you are obligated to notify the American Institute of Forensic Education immediately. You understand further that under no circumstances is the Institute liable for any damage or loss resulting from your failure to comply with this obligation to maintain confidentiality and security.

## **Your Responsibility for Content, Conduct, and Risk**

Content Responsibility: The Content you obtain from the American Institute of Forensic Education (including but not limited to publicly posted or privately transmitted items, power point presentations, data, graphics, information, messages, photographs, software, sound, text, video or any other materials found within the AIFE site) cannot be used by you without our permission.

Consequently, you, not AIFE, are fully responsible for all Content uploaded, copied or printed through the institute. This indemnity includes any loss or damage of any kind incurred as a result of the use of Content that is uploaded, copied, printed, or used in any way via AIFE.

Appropriate Conduct: You are expressly forbidden from using AIFE services in any way that is inappropriate, unethical, harmful or damaging. This includes using AIFE to upload, copy, print, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable. You are expressly forbidden from collecting or storing personal data about other AIFE users. You are expressly forbidden from impersonating any person or entity, including, but not limited to an agent from AIFE or falsely stating or otherwise misrepresenting your affiliation with a person or entity. You are expressly forbidden from forging headers or otherwise manipulating identifiers in order to disguise the origin of any Content transmitted through AIFE. You are expressly forbidden from uploading, copying, printing, or otherwise transmitting any Content that you do not have a right to transmit under any law or under a contractual or fiduciary relationship. This includes the transfer or transmission of inside information, proprietary or confidential information. You are expressly forbidden from uploading, copying, printing, or otherwise transmitting or transferring any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party whatsoever. You are expressly forbidden from interfering with or disrupting educational services or networks connected to its services, or disobeying any requirements, procedures, policies or regulations of networks connected to its services.

Assumption of Risk: Your full and complete responsibility for use of services provided by AIFE includes any and all risk associated with those services. This means that any material you download or otherwise obtain through use of the services is available to you at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download or any such material. AIFE makes no assurance, guarantee, or warranty that its services will be uninterrupted, secure, or error-free, or that any errors in the software will be corrected.

### **Your Acknowledgement of the American Institute of Forensic Education Inc. Limitations of Liability**

Under the terms of this agreement, you expressly acknowledge, accept, and agree that AIFE shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to: damages for goodwill, use, data or other intangible losses resulting from the use or the inability to use the services; messages received or transactions entered into through or from the services; the unauthorized access to or alteration of your transmissions of data, statements or conduct of any third party on the services; or, any other matter relating to the services.

Under the terms of this agreement, you expressly acknowledge, accept, and agree that the American Institute of Forensic Education, Inc. shall not be liable for any of the aforementioned damages you might experience through use of its services even if the American Institute of Forensic Education has been advised of the possibility of such damages.

## **Your Acknowledgement of the American Institute of Forensic Education, Inc.'s Proprietary Rights**

Under the terms of this agreement, you expressly acknowledge, accept, and agree that any software used in connection with the services provided by AIFE contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You expressly acknowledge, accept, and agree that the content presented to you is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You also expressly acknowledge, accept, and agree that unless expressly authorized by AIFE or advertisers not to modify, rent, lease, loan, sell, distribute, or create derivative works based on those aforementioned services or software in how or in any part thereof.

## **Your Compliance with all Local, National, and International Rules of Content and Online Conduct**

Under the terms of this agreement, you agree to comply with all local, regional, national, and international rules and policies regarding acceptable content and online conduct. Under the terms of this agreement, you agree to comply with all laws applicable to or regarding the transmission of technical data exported from your country of residence. Under the terms of this agreement, you agree to refrain from displaying or using in any manner or form trademarks of American Institute of Forensic Education, Inc., (AIFE), without prior written permission.

## **Your Obligation to Report Violations of This Agreement to the American Institute of Forensic Education, Inc.**

Under the terms of this agreement, you agree to report to AIFE any violations of the aforementioned conditions that must be met in order for you to have free use of the services of AIFE.

## **Termination of Service**

The American Institute of Forensic Education, Inc., reserves the right (and sole discretion), to stop, cease, terminate, restrict, suspend or remove your specific access to any or all parts of any (or all) services provided by AIFE including (but not restricted to) online courses, interactive features, course request processing, promotion of any/all classes, award/certificate processing, or any general use of our service at any time for any reason without prior notice or liability. AIFE may modify, suspend or discontinue all or any part of our service at any time, including the availability of any content (electronic, data or otherwise), feature, database, awards, courses, certificates, logs, or anything else that we retain, use, or publish as part of our service at any time, without prior notice or liability.

## **Disclaimer of Warranties**

Neither the American Institute of Forensic Education, Inc., nor any provider of content (including any of our students or online instructors or their respective courses) warrants that any service provided by AIFE (whole or in part) will be uninterrupted or error free.

## **Information We Collect**

General Usage Information: TAIFE.com collects information about all users collectively, such as what areas users visit and what services members use. This data is automatically retrieved. This type of general information is not used to identify specific users, but in an aggregate form to help us analyze traffic patterns and enhance our service to better serve our users.

TAIFE.com Registration: When you register at the American Institute of Forensic Education, Inc., we ask for personal information from you, name, email, gender, etc. Once you login to our services with your identification number and password (that identifies your registration data), you are not anonymous to us. Both General Usage Information and any personal details you provide to us is used to enhance and customize content, identify (and in some cases validate) you when you post content, join or teach a class.

Creating, Joining, Taking, or Using our Software: When you register, take, or use our Software, you are not anonymous to us, the instructor(s) within the class, or the student(s) within the class you have enrolled. Personally identifiable information about you such as your student ID, your first and last name, and your email address is made available to fellow class participants within the class. This information may be released and shared with your fellow classmates to better enhance your online education and to promote free and open inquiry, and to hold class participants personally responsible for their work within the online class. We are not responsible of how fellow class participants (instructors and/or students) decide to use this information about you.

### **What We Do with Collected Data**

Data collected from people who have filled out our registration form and logged in, is used to identify the person in order to allow that person to join classes, or remove him/herself from participating in a class. Information we gather and collect about anonymous users and members logged into our service is also used to provide you with content that may be of interest to you or relevant to your needs.

Data on your activity within AIFE is provided to the instructor(s) of the class you are taking or teaching. This data includes your identification number, page(s) accessed, date and time of accessing pages, and the type of web browser you are using. This data is only released to the instructor, and not to other people or companies. We do not release any data to the instructor that would pose a potential security threat to our service. TAIFE.com considers the instructor the owner of the content and activity within the online Classroom, and as a service to the instructor and to better promote online education, we provide logs of class activity to the instructor of the class to help him/her better improve his/her intellectual environment, to better understand traffic flow, and to determine the level of class participation by individuals students. While the American Institute of Forensic Education, Inc., does not sell or give its student list to other persons or companies, fellow class participants may obtain some identifiable information about you.

### **Sharing of Information We Collect**

We do not share any of the information we collect about individual users with outside companies or people not employed at TAIFE.com. However, we may share some general demographic information about visitors collectively with advertisers or partners, but nothing that is personal or identifiable to an individual. If you use our service as an expert, information such as your name, your expertise, and your resume may be available to the general public. AIFE is not responsible for information you choose to make public on its web site. It is equally important to note that if you choose to use our software (by creating, teaching, joining, or using one or any of our online classes) some personally identifiable information is released about you to class participants. This information is limited to your first and last name (the name you entered when you signed up, email address, and your student ID. As mentioned previously, any activity you do within the classroom is made available to the instructor. This information is only

released to the instructor(s) of the classroom to better help the instructor(s) determine traffic flow and individual student participation. We consider instructors owners of their online class and class activity, and so we provide them with this information in the spirit of promoting and enhancing education online. This information is not released to other individuals or companies, and we are not responsible for how the instructor decides to use this information.

### **Selecting a Public Profile**

If you decide to create or update your profile to be "public" then your areas of expertise, your full name, and any other information you may have submitted about yourself will be made public. By making your profile "public" you completely accept that personal information about yourself is no longer made private and you are no longer considered "anonymous".

### **How to Contact Us**

The American Institute of Forensic Education, Inc. is committed to protecting your privacy. If you have any questions regarding our privacy policy, please contact [info@taife.com](mailto:info@taife.com).

### **Privacy Policy**

Because we want to provide you with the most efficient and enhanced service, we may request information about you; however, we will not offer any information about you to any outside company or individual unless we receive your prior consent.

This policy does not apply to the practices of companies, schools, or other organizations that AIFE does not control, or to people that AIFE does not manage or employ. AIFE contains several links to other sites and the American Institute of Forensic Education, Inc., is not responsible for the privacy practices or the content of other sites.

### **Student Terms and Conditions**

By enrolling in the American Institute of Forensic Education (AIFE) online classes, it is understood, by each enrolling student, that enrollment signifies acceptance of and agreement to the following terms and conditions:

#### **General Proprietary Nature of AIFE Courses**

All course work product, defined as course materials, syllabus, assignments, and lessons, are understood to be the proprietary materials of AIFE, and shall not be duplicated, published, replicated on another web site, or in any manner appropriated for use inconsistent with the course objectives without the express written consent of AIFE and/or the author thereof, including, but not limited to, photographs and videos, graphic presentations, course instructional methodology together with AIFE or instructor communications of whatsoever nature originating in response to course subject matter inquiries. Additionally, it is understood and acknowledged that the afore described course materials, generally described as work product, are the copyrighted materials of AIFE or its course instructor, protected from the unauthorized use, duplication and/or distribution, either in original or modified form, by applicable copyright (intellectual property) law, and the unauthorized use of whatsoever nature of such course materials will result in the immediate termination of the unauthorized user's continued enrollment in any and all AIFE courses and expose that user to civil prosecution for damages and other legal remedies as may apply.

## **Termination of Student Course Enrollment**

AIFE reserves the right, without refund of tuition funds paid, to terminate the continued participation of a student enrolled in one of its courses, upon the following grounds:

1. A determination that the enrolled student has fraudulently misrepresented his or her affiliation with an entity or person constituting the basis for course enrollment.
2. Failure to participate in an enrolled course for a period of two weeks in the absence of prior written notification by the student of an extended absence from participation.
3. Enrolled student conduct demonstrating an overt or repeated disregard for online etiquette, consisting of, but not limited to, the following:
  - Generally, conducting oneself without civility in all matters concerning online communication involving AIFE course instruction and discourse.
  - Using online communication to convey a disparaging commentary concerning course instructors or fellow students, including, but not limited to, commentary concerning race, gender, age, religion and sexual orientation.
  - Utilizing AIFE websites means of online communication to post or distribute personal information.
  - Appropriating any of AIFE's services for purposes of personal gain and/or for reasons that are harmful to the company.
  - Forging headers or otherwise manipulating identifiers in order to disguise the origin, or content, of materials transmitted through the AIFE website.

## **Refund Policy**

1. All courses are non-refundable. However, students may request that the funds be applied to a later offering of the same course based on availability and instructor approval or to another course of equal or lesser value. If applied to a course of greater value, the difference in cost must be paid at the time of enrollment by the student. Course credit funds must be used within one calendar year of payment.
2. All course materials are non-refundable
3. All active duty and reserve military personnel will receive special consideration, including full-refund, upon submission of documentation for overseas deployment during established course offering dates.