

Our Commitment to Service

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE

AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable laws. If you do not agree to these terms and conditions, please do not use this site.

Registrations and Payments

1. Registrations are not considered final until payment has been received by UNMC. Session space is limited and is allocated based on actual payment date.

Refund and Cancellation Policy

2. Refunds/Cancellations

REFUNDS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN. Requests for refunds must be made by email or in writing within 30 days from purchase date, and before the start date for the session in which the student is registered, using the contact information found below. Refunds will be granted only if the course license(s) purchased has not been claimed. ***Claimed is defined as the use of the license issued to the purchaser to enter the WOCN course system.*** Refunds will be granted in the same form as payment made at the time of purchase. IF YOU DO NOT REQUEST A REFUND ON AN UNCLAIMED SLOT WITHIN THE 30 DAYS OF PURCHASE DATE, AND BEFORE THE START DATE FOR THE SESSION IN WHICH THE STUDENT IS REGISTERED, (REFUND PERIOD), YOU FORFEIT ELIGIBILITY FOR A REFUND.

Within 30 days of purchase date, if requested before the start date of the session in which the student is registered, refunds will be returned equaling 85% of your total unclaimed course license(s) tuition fees paid. REFUNDS FOR CLAIMED PARTICIPANT LICENSES WILL NOT BE GIVEN. The remainder of your payment will be retained to cover expenses for processing registration and removing the held license(s) from our system. In the case of an applied discount, the 85% refund will be based on the total unclaimed course license(s) tuition fees paid. We reserve the right to amend the refund policies at any time.

On cancelling entire or portion of unclaimed bulk purchase licenses - Requests to cancel portion (number of unclaimed license(s) requested to be cancelled) of purchased course license(s) must be made by email or in writing within 30 days of purchase date and before the start date of the session in which the student is registered using the contact information found below. Refund amount will be calculated as below –

Refund amount = (number of unclaimed license(s) requested to be cancelled * per slot applicable price) * 85%

The remainder of your payment will be retained to cover expenses for processing registration and removing the held license(s) from our system. We reserve the right to amend the cancellation policies at any time.

3. Simulation Day

In addition to other assigned activities, each student must complete a two-phase Virtual Simulation Day to successfully complete the course and receive credit. The two phases consist of a two-hour Virtual Competency hands-on Testing session (via ZOOM) and a two-and-a-half-hour Virtual Course/Exam Review (via ZOOM) that are scheduled by student at the time of registration. If a student is unable to make a scheduled Virtual Simulation Day session(s) it is their responsibility to notify the course coordinator and arrange a new time within the established time limit of their cohort. Rescheduled Virtual Simulation Days are subject to a \$75 fee.

4. Substitutions (Transfer of license)

Purchasers of bulk licenses may request substitutions in the course using the contact information below. Substitutions may be granted one time for each license issued to the purchaser. *No transfers will be honored once a course participant has claimed license/initiated training by accessing course content.* We reserve the right to make changes to the substitution policies at any time.

5. Extensions

Course length averages 4 months and is considered complete once the live skills session is completed or the established end date for a given cohort is reached. Course extensions may be granted on a case-by-case basis. If you wish to receive an extension in the course, you can request it in writing using the contact information below. We reserve the right to make changes to the extensions policies at any time.

6. Email Opt-in Policy

When using UNMC CON CNE website and registration system, you will automatically be opted-in to receive periodical email updates or reminders intended to help you succeed. You may unsubscribe from the mailing list at any time by following the “unsubscribe” link at the bottom of the email. Alternatively, you may log in to edit your profile to unsubscribe from mailing lists. By doing so, you will promptly be removed from ALL support, promotional and marketing correspondence.

When accessing the WOCN/MTA course website and system, you are subject to the terms and conditions required therein. UNMC CON CNE is not responsible for security and functionality of the WOCN/MTA course website and system.

7. Copyright

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9. Warranty Disclaimer

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10. Limitation of Liability

UNMC CON CNE shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this site or the performance of its services and products. In addition, by registering for the WTA Program hosted by UNMC CON CNE, you agree to adhere to the terms of use and service agreement dictated by our third-party content host.

11. Typographical Errors

In the event that a UNMC CON CNE course is mistakenly listed at an incorrect price, UNMC CON CNE reserves the right to refuse or cancel any orders placed for course listed at the incorrect price. UNMC CON CNE reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, UNMC CON CNE shall issue a credit to your credit card account in the amount of the incorrect price.

12. Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration process. These terms and conditions, or any part of them, may be terminated by UNMC CON CNE without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous shall survive any termination.

13. Notice

UNMC CON CNE may deliver notice to you by means of an e-mail, a general notice on the site, or by another reliable method based on the contact information you have provided to UNMC CON CNE.

14. Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Nebraska, U.S.A., without regard to choice of law provisions. You agree that jurisdiction over any venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of UNMC CON CNE course) shall be in the state or federal courts located in Douglas County, NE. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of UNMC CON CNE products) must be commenced within one (1) year after the claim or cause of action arises. UNMC CON CNE's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practices shall act to modify any of these terms and conditions. UNMC CON CNE may assign its rights and duties under this Agreement to any party at any time without notice to you.

15. Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language is strictly forbidden. Impersonation of others, including a UNMC CON CNE or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or

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otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party, or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

16. Participation Disclaimer

UNMC CON CNE does not and cannot review all communications and materials posted to or created by users accessing the site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, UNMC CON CNE is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, UNMC CON CNE reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another, or (d) offensive or otherwise unacceptable to UNMC CON CNE at its sole discretion.

17. Indemnification

You agree to indemnify, defend, and hold harmless UNMC CON CNE, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

18. Third-Party Links

In an attempt to provide increased value to our visitors, UNMC CON CNE may link to sites operated by third parties. These links are provided to you only as a convenience and are not under the control of UNMC CON CNE and the inclusion of any such link does not constitute an endorsement of the content, product, or the producer thereof by UNMC CON CNE. UNMC CON CNE is not responsible for the accuracy, content, or availability of any information or product accessed or linked to through site, and the owner(s) and operator(s) of UNMC CON CNE shall have no responsibility for information or product which is referenced by or linked to this site. UNMC CON CNE is not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, products, or services available on or through any such linked site or resource.

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WTA Course Contact Information

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