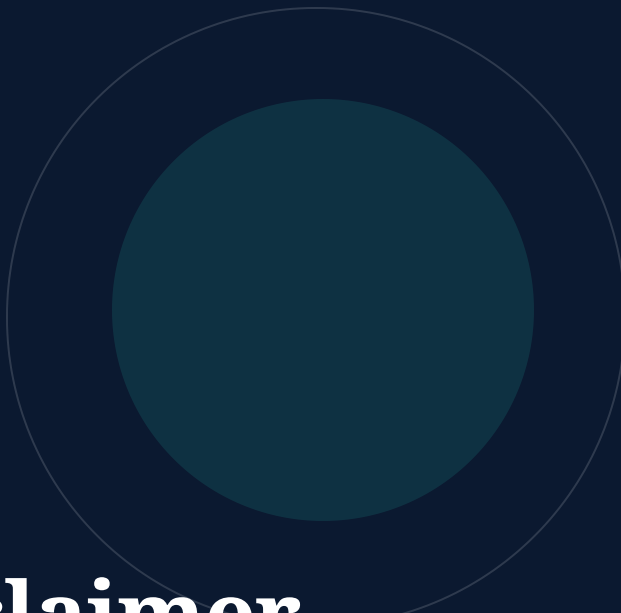


Terms of Service & Educational Disclaimer



Clear rules for access, payment, refunds, intellectual property, educational use, and professional responsibility.

READ THIS FIRST

The agreement in plain language

These Terms of Service govern access to and use of the AIT Academy by Josiah Marx, including courses, study guides, practice questions, trackers, templates, group sessions, coaching, downloads, and related digital services (collectively, the “Program”).

Important: This is a business template, not legal advice. Before publication, have a licensed attorney review it for the sales platform, business structure, refund practices, accessibility obligations, privacy practices, and every state in which the Program will be offered.

Acceptance

By purchasing, registering for, accessing, downloading, or using any part of the Program, you agree to these Terms. If you purchase access for another person or organization, you represent that you have authority to bind that purchaser and that each user will comply with these Terms. If you do not agree, do not purchase or use the Program.

Who may use the Program

You must be at least 18 years old and legally able to enter into a binding agreement. The Program is intended for adult learners, Administrator-in-Training (“AIT”) candidates, preceptors, employers, and organizations supporting long-term care administrator development in the United States.

Priority of documents

If an enterprise order form or written services agreement signed by the Program conflicts with these Terms, that signed document controls for the conflict. The checkout page controls the price, included features, access period, and payment schedule for the purchased offering.

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SECTION 1

Accounts, enrollment, and payment

1 Accurate information

You agree to provide accurate, current, and complete enrollment and billing information and to update it when necessary. The Program may suspend access when information is materially inaccurate or payment cannot be processed.

2 Account security

Your login and purchased seat are personal unless the checkout page expressly states otherwise. Keep credentials confidential and notify the Program promptly through the support method shown on the learning platform or checkout page if you suspect unauthorized use. You are responsible for activity conducted through your account unless prohibited by law.

3 Prices, taxes, and payment authorization

You authorize the stated charges at checkout, including any disclosed recurring or installment payments. Prices are in U.S. dollars unless stated otherwise. You are responsible for applicable sales, use, or similar taxes, except taxes imposed on the Program's income. Payment processing may be handled by a third-party provider under that provider's terms.

4 Installments and failed payments

An installment plan is a payment schedule for the full purchase price, not a month-to-month subscription, unless the checkout page specifically calls it a subscription. If a payment fails, access may be paused while the Program provides a reasonable opportunity to cure. Amounts already due remain payable.

5 Access period and service changes

The access period is the period displayed at checkout. The Program may update lessons, replace outdated materials, change instructors, or adjust session dates when reasonably necessary. A material reduction in a paid offering will be addressed with a reasonable substitute, account credit, or prorated refund as required by law.

6 Corporate and cohort purchases

Each organizational seat may be assigned to one individual at a time. Administrators may not share a single seat among multiple users. Seat counts, reassignment rights, reporting access, and cohort dates are governed by the applicable order form or checkout description.

SECTION 2

Access is licensed for learning, not redistribution

Enrollment gives you a limited right to use the Program for your own learning or for the specific seats purchased. It does not transfer ownership of any Program content.

You may

- View assigned lessons during the access period.
- Download materials expressly marked as downloadable.
- Print one working copy for your personal study or assigned seat.
- Use provided forms and trackers for your own professional development.
- Discuss general learning points with peers without distributing the materials.

You may not

- Share logins or provide unlicensed access.
- Copy, upload, publish, sell, sublicense, or distribute Program content.
- Record live sessions without written permission.
- Remove copyright, authorship, or proprietary notices.
- Use content to build a competing course, question bank, or commercial product.

Acceptable conduct

You may not disrupt sessions or systems; introduce malware; attempt unauthorized access; scrape, bulk-download, or systematically extract content; impersonate another person; harass instructors or participants; submit unlawful material; or use the Program to facilitate academic, credentialing, or examination misconduct.

Practice questions and exam integrity

Program-created practice questions are for study only. You must not submit, request, reproduce, or distribute confidential live examination content, recalled questions, secure test materials, or other material obtained in violation of an examination provider's rules. The Program may remove suspected secure exam content and terminate access for exam misconduct.

Suspension and termination

The Program may suspend or terminate access for material breach, fraud, nonpayment, security risk, infringement, harassment, or exam misconduct. When the issue can reasonably be cured, the Program may provide notice and an opportunity to cure. Serious misuse may result in immediate termination. Termination for your breach does not create a refund right.

Accessibility support: Learners who need a reasonable adjustment to access Program content should use the support channel displayed on the learning platform. Examination accommodations must be requested from the testing or licensing authority under its own process.

SECTION 3

A limited seven-day refund protects both sides

Unless a different written policy is shown at checkout or required by law, the following policy applies to individual digital purchases.

Refund window: Submit a refund request within seven calendar days after purchase through the support method displayed on the checkout page or learning platform.

Eligibility conditions

A refund may be approved only when all of these conditions are met:

- 1 The request is received within the seven-day window.
- 2 No more than 20% of the course or paid content has been accessed, measured by reasonable platform records.
- 3 No downloadable study guide, question bank, tracker, template, or other digital file has been downloaded or opened where the platform records that activity.
- 4 No live coaching, consultation, or substantially delivered group service included in the purchase has been attended or used.
- 5 The account is in good standing and has not violated these Terms.

Items normally not refundable

- Completed or substantially accessed courses;
- downloaded digital products;
- used coaching or live-session services;
- renewals or installment payments after the applicable cancellation deadline disclosed at checkout;
- licenses terminated for breach; and
- failure to pass an exam, obtain AIT approval, qualify for licensure, secure employment, or achieve a desired career result.

Technical problems, duplicates, and mandatory rights

Duplicate charges will be corrected. If a material technical defect prevents access and the Program cannot provide a reasonable cure, an appropriate replacement, credit, or refund will be offered. Nothing in this policy limits refund, cancellation, or consumer rights that cannot lawfully be waived.

How refunds are processed

Approved refunds are returned to the original payment method when reasonably possible. Processing time depends on the payment provider. Chargebacks filed without first giving the Program a reasonable opportunity to resolve a legitimate billing issue may result in suspended access while the dispute is reviewed.

Organizational purchases: Corporate, employer, and cohort purchases follow the signed order form or checkout terms. If those terms are silent, this policy applies per order, not per individual seat.

SECTION 4

Program content remains protected intellectual property

1 Ownership

The Program and its original content, including text, course structure, videos, graphics, practice questions, explanations, worksheets, trackers, templates, and branding, are owned by Josiah Marx or used with permission and are protected by applicable intellectual property laws. No ownership right transfers to a purchaser.

2 Limited license

Subject to payment and compliance with these Terms, you receive a limited, revocable, nonexclusive, nontransferable license to use the purchased materials for personal educational purposes or within the number of organizational seats purchased. This license ends when access expires or is terminated.

3 Permitted use of templates

You may complete and adapt expressly identified forms, trackers, and action tools for your own training or workplace use. You may not sell, publish, distribute, brand as your own, or use them as the basis of another paid product. An employer may retain completed records created by its assigned users for legitimate internal operations.

4 Learner submissions

You retain ownership of original material you submit. You grant the Program a limited license to host, review, reproduce, and use that material only as needed to deliver support, evaluate work, maintain records, protect the service, or comply with law. Do not submit resident-identifiable information, protected health information, confidential employer data, or third-party material you lack authority to share.

5 Feedback and testimonials

General suggestions may be used without restriction or payment. A name, image, employer name, quote, score, or testimonial will not be used in public marketing without separate permission. Permission may be withdrawn prospectively, but prior lawful uses may not be retractable from materials already distributed.

6 Infringement concerns

If you believe Program content infringes your rights, send a written notice through the published support channel identifying the work, the challenged material, your contact information, and the basis of your claim. The Program may remove or restrict material while reviewing a good-faith notice.

SECTION 5

Education is provided; outcomes are not guaranteed

No affiliation or endorsement. The Program is independently created and offered by Josiah Marx. It is not affiliated with, sponsored by, approved by, or endorsed by the National Association of Long Term Care Administrator Boards (“NAB”), any state licensing board, testing vendor, government agency, accreditor, employer, or professional association, unless a specific written statement says otherwise.

No guarantee of exam passage or licensure

The Program does not guarantee that you will pass the NAB Core of Knowledge exam, any Line of Service examination, or any state examination. It also does not guarantee acceptance into an AIT program, approval of AIT hours, eligibility for examination, licensure, reciprocity, renewal, employment, promotion, compensation, or any other professional result.

Requirements change and differ by jurisdiction

Licensing rules, fees, education prerequisites, AIT requirements, examinations, application procedures, deadlines, and board interpretations differ by state and may change without notice. Materials may become outdated. Before acting, verify the current official requirements directly with the licensing board and testing authority for the jurisdiction involved.

Not official exam content

Practice questions, study guides, and explanations are original educational materials unless expressly identified otherwise. They are not actual secure examination questions and should not be interpreted as a complete statement of an examination blueprint or a prediction of what will appear on an exam. Exam names are used only to describe the subject of the training.

Not legal, clinical, financial, or regulatory advice

Program content is general education. It does not replace advice from an attorney, accountant, clinician, compliance professional, licensing board, employer, preceptor, or other qualified adviser. Examples and templates must be adapted to current law, facility policy, resident needs, and the facts of each situation.

Professional responsibility

You remain responsible for your applications, disclosures, examination conduct, AIT documentation, professional decisions, resident care, facility operations, and compliance. Do not rely on the Program as your sole source for a time-sensitive legal or regulatory decision.

SECTION 6

Liability is limited to the extent the law permits

Service provided “as is”

To the fullest extent permitted by law, the Program is provided “as is” and “as available.” Josiah Marx disclaims implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement, and does not warrant uninterrupted access, error-free content, or compatibility with every device or platform. This does not disclaim an express written promise or a warranty that cannot lawfully be excluded.

Limitation of liability

To the fullest extent permitted by law, Josiah Marx and the Program’s contractors, instructors, and service providers will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages; lost profits, revenue, data, opportunity, employment, or goodwill; exam or application costs; licensing delays; or business interruption arising from or related to the Program.

To the fullest extent permitted by law, the total aggregate liability arising from or related to the Program will not exceed the total amount you paid for the Program during the twelve months immediately before the event giving rise to the claim.

Rights preserved: These limits do not apply to liability that cannot lawfully be excluded or limited. Some jurisdictions do not permit certain warranty exclusions or damage limits, so part of this section may not apply to you.

Third-party services and links

The Program may depend on a learning platform, payment processor, video service, email provider, or third-party links. Those services are controlled by their providers and may be subject to separate terms. The Program is not responsible for third-party content, availability, security, or conduct, except to the extent required by law.

Indemnity

To the extent permitted by law, you agree to defend, indemnify, and hold harmless Josiah Marx and the Program’s contractors and instructors from third-party claims, damages, and reasonable costs arising from your unlawful use of the Program, infringement or misuse of another’s rights, submission of confidential or protected information without authority, or material violation of these Terms. This obligation does not apply to the extent a claim results from the indemnified party’s own unlawful conduct.

Force majeure

The Program is not responsible for delay or failure caused by events beyond reasonable control, including widespread network outages, platform failure, natural disaster, public emergency, labor disruption, or government action. Reasonable efforts will be made to restore or reschedule affected services.

SECTION 7

California law governs, subject to mandatory rights

Governing law and venue

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles. Unless mandatory law requires otherwise, the state and federal courts located in Riverside County, California, will have exclusive jurisdiction, and each party consents to that venue.

Good-faith resolution first

Before filing a claim, each party will provide written notice describing the dispute and requested resolution and will allow 30 days for a good-faith effort to resolve it. Either party may seek urgent injunctive relief when necessary to protect intellectual property, confidential information, safety, or system security.

Changes to the Terms

The Program may update these Terms for legal, security, operational, or service reasons. The revised version will show a new effective date. Material changes will be communicated through a reasonable method and will apply prospectively. Continued use after the effective date constitutes acceptance, but changes will not retroactively alter an accrued claim or a fully paid purchase in a materially adverse way without consent unless required by law.

Notices

Notices to the Program must be submitted through the contact method published on the checkout page or learning platform. Notices to you may be sent to the email address associated with your account or posted within the service. You are responsible for keeping your contact information current.

Severability

If a provision is unenforceable, it will be enforced to the maximum lawful extent, and the remaining provisions will continue.

No waiver

A delay or failure to enforce a provision is not a waiver of that or any other provision.

Assignment

You may not transfer these Terms or your account without written consent. The Program may transfer them in connection with a reorganization, financing, merger, or sale.

No agency

These Terms do not create employment, partnership, franchise, fiduciary, or agency relationships.

Entire agreement and survival

These Terms, the checkout terms, and any signed order form constitute the entire agreement concerning the Program and replace prior discussions on that subject. Payment obligations, intellectual property terms, disclaimers, liability limits, indemnity, dispute terms, and provisions that by nature should survive will remain in effect after termination.

SECTION 8

Use this notice wherever the Program is sold

Educational disclaimer

The AIT Academy by Josiah Marx is an independent educational service. It is not affiliated with, sponsored by, approved by, or endorsed by NAB, any state licensing board, testing vendor, government agency, employer, or professional association. Participation does not guarantee examination passage, AIT approval, licensure, employment, promotion, or any other result. Requirements differ by jurisdiction and may change. Verify current requirements directly with the applicable licensing board and examination provider. Program content is not legal, clinical, financial, or regulatory advice and is not a substitute for professional judgment or official guidance.

Recommended short checkout notice

By purchasing, I agree to the Terms of Service and Refund Policy. I understand that this is independent educational content, not official NAB or state-board material, and that exam passage, licensure, and employment are not guaranteed.

Learner acknowledgment

I acknowledge that I have read and agree to the Terms of Service and Educational Disclaimer. I understand that I am responsible for verifying current requirements with the appropriate licensing and testing authorities and for complying with all professional, examination, and workplace obligations.

Learner name / signature

Date

Publication checklist

- Place a conspicuous link to these Terms at checkout and near account creation.
- Require an unchecked acceptance box and store the date, user, and version accepted.
- Display the short checkout notice before payment.
- Make the refund policy visible before purchase and repeat it in the receipt.
- Publish a working support/contact method and response process.
- Pair these Terms with a privacy notice describing actual data practices.
- Have counsel review the final version before launch and after material business changes.

DOCUMENT CONTROL

Version 1.0 | Effective September 30, 2026 | Owner: Josiah Marx

Review whenever pricing, delivery, data practices, platform, refund rules, or governing law changes.