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Introduction

Products and services provided by Kettering National Seminars are designed specifically to prepare qualified individuals for a national credentialing examination in one of the following categories:

- a. Sleep Technology Certification (CPSGT®; RPGST®; CRT-SDS®; RRT-SDS®)
- b. Certified Asthma Educator (AE-C®)
- c. Certified Cardiographic Technician (CCT®)
- d. Certified Pulmonary Function Technologist (CPFT®)
- e. Registered Pulmonary Function Technologist (RPFT®)
- f. Registered Radiologic Technologist (RT-R®)
- g. Neonatal/Pediatric Specialty (NPS®)
- h. Certified Respiratory Therapist (CRT®)
- i. Registered Respiratory Therapist (RRT®)
- j. Adult Critical Care Specialty (ACCS®)

Kettering National Seminars offers products and services for the aforementioned credentialing examination categories which may include, but are not limited to, online examination practice, a home-study course, or a live review seminar.

Definitions

1. **Attendee**. A customer, as defined herein, registered for a review course, as defined herein, offered by Kettering National Seminars, has paid a non-refundable deposit, and has paid the remaining balance prior to the start of the review course.
2. **Customer**. Individuals or institutions which, by and through their own action or action of an authorized agent, purchase, from Kettering National Seminars, products or services offered by Kettering National Seminars.
3. **Home Study**. Examination preparation program designed for customer to review material at their own convenience. Program material may include a study guide, workbook, practice examination, challenge examination, audio lectures (Streaming, MP3, or CD), online clinical simulations and audio explanations. *See www.ketteringseminars.com for further detail of materials currently included with a Home Study program.*
4. **Material**. All printed or digital products offered or provided by Kettering National Seminars. Such material includes, but not limited to; Study Guide, Workbook,

Practice Examination, Challenge Examination, Clinical Simulations (online), Audio Lectures and explanations (Streaming, MP3, or CD), online practice, Flashcards, or other material. *See www.ketteringseminars.com for further detail of material available for purchase.*

5. National Testing Board. The organization authorized and responsible for the administration of an examination and awarding of a nationally recognized credential. Such organizations include, but are not limited to, NBRC®, ARRT®, BRPT®, CCI, or NAECB®.
6. Non-Refundable Deposit. Eighty-five (\$85.00) dollar deposit applied toward the total registration fee, to guarantee the attendee will have a place reserved for a review course. All deposits for a confirmed review course are non-refundable without exception.
7. Online Exam Practice. Tokens purchased to allow customer access to Kettering National Seminars' digital practice through www.ketteringseminars.com.
8. Registration. The time designated for seminar attendees to sign-in on the class roster sheet and collect all course material. *See "Course Description" at www.ketteringseminars.com for further details.*
9. Restocking Fee. A fee will be applied to the accepted return of material. The fee is withheld from the total amount refunded to customer.
10. Return. Shipment, by customer, of material sealed in its original shrink-wrap without having been opened; receipt of all materials by Kettering National Seminars shipping and receiving department; materials are in good condition for resale; and confirmation that customer has not activated their online license.
11. Review Course. Live exam preparation review course which includes a seminar or a webinar.
12. Seminar. Live classroom lecture occurring for duration of two (2), three (3), or four (4) days reviewing Kettering National Seminars' examination preparation material for a national testing board examination. Material may include a study guide, workbook, practice examination, challenge examination, and clinical simulations. *See www.ketteringseminars.com for further detail of materials currently included for a Seminar.*
13. Sponsor. Institution, agency, organization, individual, or group of individuals that request review course dates, acquire the minimum number of attendees, provide an approved seminar location for live classroom lecture, and confirm the aforementioned requirements with Kettering National Seminars' executive director or authorized Kettering National Seminars agent.
14. Voucher. Form of pre-payment purchased from a college or university bookstore to attend a pre-set seminar type (e.g. CRT/RRT).

15. Webinar. Live lecture, occurring via internet, reviewing Kettering National Seminars' examination preparation material for a national testing board examination. Material may include a study guide, workbook, practice examination, challenge examination, and clinical simulations. *See www.ketteringseminars.com for details of material currently included for a webinar.*

TERMS & CONDITIONS

All customers of Kettering National Seminars (hereinafter "Kettering") who purchase material, online exam practice, or attend a seminar are subject to following terms and conditions (hereinafter "Terms") and hereby agree to the following:

A. MATERIAL CONTENT

Kettering's material is based on the content outline published by the national testing board. Material may, for a limited time, not contain specific content information due to changes in the national testing board's content outline or content updates following the printing of Kettering's materials. Kettering updates all material within a reasonable time following changes to the national testing board's content outline. All material sold by Kettering to Customer will fully and adequately prepare Customer for their examination at the time the sale occurred. Kettering is not responsible for changes made to the examination which occur between the purchase of Kettering's material and the examination date scheduled by Customer. Materials may, from time to time, contain minor errors and Customer agrees that such errors do not constitute a material defect or inferior product. Kettering will make all necessary error corrections to materials within a reasonable time, and such corrections will not result in Customer receiving new material, however, Kettering may provide updated material to Customer via an addendum if Kettering chooses to create such an addendum.

B. NON-AFFILIATION

Kettering is an independent, for-profit corporation. Kettering has no affiliation with the national testing board. Customer will not construe Kettering's use of language used by the national testing board or its content outline as an existence of partnership between Kettering and the national testing board; sponsorship of Kettering by the national testing board; or any relationship between Kettering and the national testing board.

C. Review Course

1. Register for Review Course. Customers may register for a review course online at www.ketteringseminars.com; by telephone to 1-800-445-0860; or mailing a registration form to Kettering. Customers may be registered by a third party if the third party properly identifies the Customer's information which includes name; address; phone number; and email address.
2. Customer Conduct During a Review Course. Kettering, and its agents, reserves the right to dismiss any attendee who does not conduct themselves in a courteous, respectful, or professional manner, or engages in unauthorized or unlawful conduct. CUSTOMER, UPON DISMISSAL, WILL REMOVE THEMSELVES FROM THE REVIEW COURSE AND WILL NOT BE REFUNDED ANY PORTION OF THE FEE PAID TO KETTERING TO ATTEND THE REVIEW COURSE.
3. Payment. Kettering accepts payment in the form of cash, credit card, check, money order, or voucher. Seminar fees are due to be paid in full not later than seven (7) days prior to registration on the first seminar day. Webinar fees are due to be paid in full not later than twenty-one (21) days prior to the first webinar day. Early discount rates apply **only to fees paid in full by the deadline set by Kettering**, not less than thirty (30) days in advance of the seminar. Seminar attendees will receive materials at the seminar and webinar attendees will receive materials prior to the webinar, provided however, all fees are paid in full.
4. Cancellation. Kettering will allow Customer, **except voucher customers**, to transfer all monies paid for a confirmed review course (i.e. review course fee plus non-refundable deposit) to be applied toward the purchase of a home study or future review course that has been confirmed, provided, *Customer notifies Kettering by telephone or email of the cancellation not less than seven (7) days prior to the start of the seminar, or twenty-one days prior to the start of the webinar, for which Customer is registered*. Cancellation occurring less than the time stated herein will result in a refund of all review course fees paid, **less the non-refundable deposit**.

Customers paying with a voucher are not permitted to cancel their registration for a refund. Voucher customers may transfer their registration to a future confirmed seminar if initiated not less than seven (7) days prior to the seminar.

Unconfirmed review courses may be cancelled for failure to meet the minimum attendee requirement, and Customer, **except voucher customer**, will receive a full refund of all monies paid (including deposit). Voucher customers will have their vouchers reactivated for use for future confirmed seminars, and must contact Kettering for a new registration code. ATTENDEES WILL NOT BE ALLOWED TO RECEIVE A REFUND FOR THEIR DEPOSIT UPON CONFIRMATION OF THE REVIEW COURSE. DEPOSITS BECOME NON-REFUNDABLE UPON CONFIRMATION OF THE REVIEW COURSE.

REVIEW COURSE CANCELLATIONS DUE TO CIRCUMSTANCES BEYOND KETTERING'S CONTROL; INCLUDING, BUT NOT LIMITED TO; WEATHER, SEMINAR LOCATION CLOSURE, FIRE, INTERNET OR TELEPHONE INTERRUPTION, OR TRANSPORTATION SHUTDOWN WILL NOT RESULT IN CUSTOMER REFUNDS. SEMINARS CANCELLED DUE TO CIRCUMSTANCES BEYOND KETTERING'S CONTROL WILL BE RESCHEDULED FOR A FUTURE DATE. REVIEW COURSES CANCELLED BY KETTERING WILL RESULT IN CUSTOMER REFUNDS LIMITED TO THE AMOUNT PAID TO KETTERING.

Customer reserves the right to designate a third-party substitute as Attendee, in lieu of Customer, and transfer credit for Customer's payments to the third-party substitute designee, thereby, terminating customer's rights and obligations under these Terms.

5. Refund. Kettering will issue full refunds, **less the non-refundable deposit**, in the same or similar tender upon which payment was made (company issued check for cash received). All refunds will occur within a reasonable time following the completion of conditions set herein. **No refunds will be issued to voucher customers.**

D. HOME STUDY

1. Order a Home Study. Customer may order a home study through www.ketteringseminars.com; by telephone to 1-800-445-0860; or mailing an order form to Kettering.
2. Home Study Guarantee. Customers are entitled to a seventy percent (70%) money-back guarantee if all of the following apply: a) Customer received a failing score on the home study's corresponding national testing board examination; b) Customer's failing score obtained not longer than one (1) year from the date of home study purchase; c) home study was purchased by customer from Kettering National Seminars, not a third-party seller; d) all home study material, and the original or a notarized copy of Customer's

examination scores is returned to, and received by Kettering not more than seven (7) days following the receipt of a failing score.

Customer understands that upon completion of the aforementioned conditions to receive their money-back guarantee, Kettering will refund seventy percent (70%) of the price paid for the home study, **not including additional expedited shipping requested by Customer** (thirty percent (30%) of the price is retained by Kettering for processing and handling), and Customer will no longer have access to Kettering assistance.

Customer will retain Kettering assistance by retaining home study material for more than seven (7) days following the receipt of a failing score.

3. **Payment.** Kettering will ship (via UPS® Ground) material purchased by customer upon completion of payment. Kettering accepts payment in the form of cash, credit card, check, or money order. Customer will return any additional items that have been inadvertently shipped to them within seven (7) days of receiving the additional items. Customer will be charged for retaining additional items beyond seven (7) days, or if the item is not returned according the return policy set forth in the Terms.
4. **Returns.** Customers may return all material, not less than ninety (90) days following receipt of the material, for a refund, *provided the shrink-wrap containing the material is not opened and customer has not activated their online license*. A restocking fee, in the amount of twenty-five dollars (\$25.00), will be assessed on all returned materials, except for items inadvertently shipped by Kettering. Kettering National Seminars will issue full refunds, less the restocking fee, in the same or similar tender upon which payment was made (company check for cash received).

E. **ONLINE EXAM PRACTICE**

1. **Online Account Security.** Customers are responsible for securing their own account information. Kettering National Seminars is not responsible for lost or stolen account information. Kettering may, upon reasonable confirmation of customer information and status, communicate customer account information (i.e. username and password), or reset customer account.
2. **LIMITED LIABILITY.** Customers are responsible for ensuring that their internet enabled devices, used to access Kettering's online content, are capable of using Kettering's online content. Kettering is not responsible for customer hardware, software, or internet complications or incompatibility which may prevent customer access to their

online account. Customer understands and agrees that Kettering's internet and database servers may, from time to time, experience interruptions which can render online practice inaccessible. Customer will plan their practice accordingly and hold Kettering harmless for loss of review time. Customer will carefully read and select the appropriate online practice. Kettering is not responsible for incorrect online practice selections made by customers.

3. DISCLAIMER. CUSTOMER UNDERSTANDS AND AGREES THAT ONLINE PRACTICE ALONE, DOES NOT GUARANTEE A PASSING SCORE ON CUSTOMER'S NATIONAL TESTING BOARD EXAM. ONLINE PRACTICE IS INTENDED TO REINFORCE SKILLS ACQUIRED FROM THE KETTERING HOME STUDY PROGRAM OR REVIEW COURSE.
4. Refund. No refunds will be issued to customers for unused online practice.

F. OTHER MATERIALS

1. Order Other Materials. Customer may order other material through www.ketteringseminars.com or by telephone to 1-800-445-0860.
2. Payment. Kettering will ship (via UPS® Ground) material purchased by customer upon completion of payment. Kettering accepts payment in the form of cash, credit card, check, or money order. Customer will return any additional items that have been inadvertently shipped to them within seven (7) days of receiving the additional items. Customer will be charged for retaining additional items beyond seven (7) days, or if the item is not returned according the return policy set forth in the Terms.
3. Returns. Customers may return material, not less than ninety (90) days following receipt of the material, for a refund, *provided the material is not opened and in re-saleable condition and customer has not activated their online license*. A restocking fee, in the amount of fifteen dollars (\$15.00), will be assessed on all returned material, except for items inadvertently shipped by Kettering. Kettering will issue full refunds, less the restocking fee, in the same or similar tender upon which payment was made (company check for cash received).

G. PAYMENT DISPUTES

Customer will return items upon initiating a credit card charge dispute, or the cancelation or stopping payment of a check or money order.

H. CONTINUING EDUCATION

1. Review Course.

A. Seminar. All seminars are approved for continuing education credits. Customer understands and agrees that certificates of completion will be issued only upon completion of the seminar, provided customer attended each session in its entirety. Kettering reserves the right to withhold certificates of completion for failure to comply with the compulsory attendance rules.

B. Webinar. Contact Kettering for information regarding continuing education approval.

2.Home Study. All home study courses **for respiratory care only**, are approved for continuing education credits by the AARC. *See "Continuing Education" at www.ketteringseminars.com for further details.* Customer understands and agrees to comply with all rules and regulations established by the AARC and Kettering in order to obtain continuing education credits for a home study course. Furthermore, customer understands and agrees to verify continuing education credits allowed in their state of residence, and will hold Kettering harmless for customer's failure to verify continuing education credits allowed in customer's state of residence or failure to achieve the passing score required to receive continuing education credits.

I. Trademarks

Kettering National Seminars, Kettering National Seminars the Health Care Credentialing Exam Specialists, the Kettering National Seminars logo, Classmate Learning Resources the Teacher's Toolbox, and the Classmate Learning Resources logo are trademarks of RTS Publishing Company d.b.a Kettering National Seminars. Use of these trademarks is prohibited without express written authorization of Kettering. Unauthorized use Kettering's property will result in prosecution to enforce Kettering's rights under the laws of the State of Ohio and the United States of America.

J. Copyrights

The content of this website, and the materials produced by Kettering are registered with the U.S. Copyright Office. All content and materials produced by Kettering are for personal, non-commercial use only. Kettering's content or materials will not be copied, downloaded, recorded, reproduced, modified, published, distributed, or transmitted without authorization from Kettering. Any such conduct, without Kettering's

authorization, will constitute copyright infringement and be subject to prosecution under the laws of the United States of America.

K. **SEVERABILITY**

Customer understands and agrees that if a court holds any part, term, or provision of this contract to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

L. **GOVERNING LAW**

Customer agrees and understands that this contract is governed by the laws of the State of Ohio, both as to interpretation and performance.

M. **PLACE OF ACTION**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision of this contract may be instituted only in the courts of the State of Ohio.

N. **BINDING EFFECT**

The covenants and conditions contained in this agreement apply to and bind the Customers, heirs, legal representatives and assigns of the Customers.

O. **USE OF PRONOUNS**

Feminine or neuter pronouns may be substituted for those of masculine form or vice versa, and the plural may be substituted for the single number or vice versa in any place or places in which the context may require substitution.

P. **CLAUSE HEADINGS**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and are not intended to, define, limit or extend the scope or intent of the clauses to which they appertain.

Q. NON-ASSIGNMENT

Customer agrees that there will be no assignment or transfer of this contract, nor of any interest in this contract.

R. DISAVOWAL OF THE RIGHT TO CANCEL

Customer agrees that this contract is not subject to cancellation.

S. ENTIRE AGREEMENT

This instrument embodies the whole agreement Between Kettering and Customer. There are no promises, terms, conditions, or obligations other than those contained this contract; and this contract supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

T. WAIVER

The failure of Kettering to enforce at any time any of the provisions of this agreement, or to exercise any option which is provided, or to require at any time performance by Customer of any of the provisions, will not be construed as a waiver of those provisions, nor will it in any affect the validity of any part of this agreement, or the right of Kettering to thereafter enforce each and every provision of the agreement.

U. MODIFICATION

This agreement may only be modified by a writing executed with the same formalities as the original. No letter, facsimile, or communication passing between Kettering and Customer covering any matter during this contract's period, or any extension periods thereafter, will be a part of this agreement; nor will any communication have the effect of modifying or adding to this agreement unless it is distinctly stated in the letter,

facsimile, or communication that it constitutes a part of this agreement and it is signed by the parties.

V. KETTERING NATIONAL SEMINARS ADDRESS

Please mail all correspondence and ship all parcels to:

**Kettering National Seminars
590 Congress Park Drive
Dayton, Ohio 45459**