

### CANCELLATION AND WITHDRAWAL

Seating in all of IACTED's programs, classes, seminars, and short programs are limited. Therefore all reviews for a refund or rescheduling an enrollment will on a case by case basis and at the digression of IACTED's Admissions Office. In the event IACTED does not accept the enrollment, the Participant is entitled to a full refund of all monies paid to IACTED. The Participant has the right to cancel this AGREEMENT at any time before 14 days prior to commencement of classes. If the Participant notifies IACTED in writing 14 days prior of the scheduled class, program, seminar short program, all moneys will be refunded, except for the Admissions Fee, to the Participant within thirty (30) business days from the written date of cancellation. Failure to appear on the first day of class does not constitute proper written notification by the Participant to IACTED. If the Participant finds it necessary to withdraw prior to the completion of the program, he/she can apply for a refund for all unearned fees or tuition by giving IACTED notification in writing specifically addressing the reason for the withdrawal. (The date IACTED establishes the withdrawal or upon written notification from the Participant will constitute the notification date)

If IACTED determines that the Participant did not begin the withdrawal process or otherwise notify IACTED of the intent to withdraw due to illness, accident, grievous personal loss, or other circumstance beyond the Participant's control, IACTED may determine the appropriate withdrawal date.

IACTED may use the Participant's withdrawal date as the Participant's last date of attendance at an academically related activity provided IACTED documents that the activity is academically related and documents the Participant's attendance at the activity. An example of an academically related activity includes, but is not limited to, an exam, a tutorial, academic counseling, turning in class assignment, etc.

# ARBITRATION AGREEMENT

The Participant and IACTED agree to waive, and hereby waive, any right to a jury trial whatsoever and, instead, agree that any dispute or claim arising out of or relating to this AGREEMENT; the Participant's enrollment, recruitment, attendance, education, financial aid, or career service assistance at IACTED; or any claim, no matter how described, pleaded or styled, relating in any manner to any act or omission regarding the Participant's relationship with IACTED or its employees, representatives or sub-contractors, shall be resolved by arbitration in accordance with the following terms and conditions (the "Arbitration Agreement"):

- 1) "Participant" refers to all persons enrolled in IACTED for the period of time associated with the Participant's selected curricula only.
- 2) Both the Participant and IACTED irrevocably agree that any dispute between them shall be submitted to binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and the applicable supplementary rules and procedures of the AAA in effect at the time the arbitration is brought. By so agreeing, both the Participant and IACTED agree to waive, and hereby waive, any right to a jury trial.
- 3) Unless the parties agree otherwise, the location of the arbitration shall take place in Fulton County, Georgia, near IACTED's main office.
- 4) The arbitrator shall apply federal law to the fullest extent possible, and the provisions of the Federal Arbitration Act (9 U.S.C. 1-16) shall govern the Arbitration Agreement and any and all issues relating to the enforcement of the Arbitration Agreement, including the arbitrability of claims between the Participant and IACTED.
- 5) Neither the Participant nor IACTED shall file or maintain any lawsuit in any court against the other, and agree that any suit filed in violation of this Arbitration Agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this Arbitration Agreement.
- 6) The costs of the arbitration filing fee, arbitrator's compensation and facilities fees will be paid by IACTED, to the extent these fees are greater than a Circuit Court filing fee, unless the parties agree otherwise provided by the rules of the AAA governing the proceeding. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation.

- 7) At the request of either party, the arbitrator's decision shall be set forth in writing and shall set forth the essential findings and conclusions upon which the decision is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 8) Any remedy available from a court under the law shall be available in the arbitration, except that there shall be no right or authority for any claims within scope of the Arbitration Agreement to be arbitrated or litigated on a class basis or for the claims of more than one Participant to be arbitration provision is to be resolved in arbitration. Notwithstanding the forgoing, any issue concerning the validity of the waiver. If for any reason the class action waiver must be decided by the court, and an arbitrator does not have authority to consider the validity of the waiver. If for any reason the class action waiver is found to be enforceable, any punitive class action may only be heard in court on a non-jury basis and may not be arbitrated under this Arbitration Agreement.
- 9) Nothing in this Arbitration Agreement prohibits the Participant from filing a complaint with the applicable state board of education or accrediting body listed in IACTED's catalog.
- 10) If any part of parts of the Arbitration Agreement are found to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be served, but the remained of the Arbitration Agreement shall continue in full force and effect.
- 11) Any or all of the provisions set forth in the Arbitration Agreement may be specifically waived by the party against whom the claim is asserted, but such waiver shall not waiver or affect any other portion of the Arbitration Agreement.
- 12) The Arbitration Agreement will survive the termination of the Participant's relationship with IACTED.
- 13) The Participant may, but need not, be represented by an attorney in arbitration.

#### CANCELLATION NOTICE

The Participant may cancel this transaction without penalty or obligation within (3) days from the date on the first page of this Agreement, including Saturday, Sunday, and holidays, if the Participant enrolls prior to 14 days from the start date of the curricula the Participant agrees to attend.

### PROCEDURE FOR CANCELLATION

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or sent a fax, email or other written form of standard communication of the day to The Institute of Advanced Cannabis Technology at the selected address listed on the first page of this agreement.

# REFUND/RESCHEDULING POLICY

It is the intention of *The Institute of Advanced Cannabis Technology & Education (IACTED)* to objectively review all refund or rescheduling requests that are submitted per the follows instructions.

- 1. Fill out the enclosed form accurately and completely.
  - a. Inaccurate or omitted relevant information will only make the request
    - i. Held until correct information is received
    - ii. Null & Void with no opportunity to be reconsidered
- 2. All requests must be emailed or mailed to:
  - a. For rescheduling:

Rescheduling@IACTED.net

Or mail to:

Certified Mail – Return Receipt to:

The Institute of Advanced Cannabis Technology & Education

**Rescheduling Admissions** 

11770 Haynes Bridge Road, Suite 205-320

Alpharetta, GA 30009

b. For refunds:

Refund@IACTED.net

11770 Haynes Bridge Road Suite 205-320 Alpharetta, GA 30009



1-404-334-9933 1-888-575-2664 www.whylACTED.com Or mail to: Certified Mail – Return Receipt to: The Institute of Advanced Cannabis Technology & Education Refund Admissions 11770 Haynes Bridge Road, Suite 205-320 Alpharetta, GA 30009

- 3. Stating the reason for the request
  - a. Upload (or mail) all justified back up.
- 4. No refund or rescheduling request will be entertained after 14 days from the start date of the original Participant's enrollment.
- 5. Seating in all of *IACTED's* programs, classes, seminars, short programs and guest speakers are limited. Therefore all reviews for a refund or rescheduling an enrollment will on a case by case basis and at the digression of *IACTED's* Admissions Office.
- 6. Guest Speakers. No rescheduling will be available for paid tickets. No refunds will be issued
- 7. No Requests will be entertained after proposed curriculum start date.
  - a. Fill out the "RESCHEDULING REQUEST FORM" for all rescheduling
  - b. Fill out the "REFUND REQUEST FORM" for all refunds

### 8. Refunds:

- a. After *IACTED's* review, if refund claim is found legitimate and justified, any refunds will be issued in paper check form sent to the original Participant's address via the US mail system. No deviations of this policy will be entertained
- b. All refund checks will only be made payable to the name of the original enrolled person that filled out the original enrollment application
- c. No refunds requests will be reviewed without prior payment method has cleared *IACTED*'s banking system
- d. If enrollee stops payment and submits a refund request they will be prosecuted to the full extent of the law.
- e. Participant space is limited; therefore no refunds will be issued after or during enrolled curriculum.
- f. No refunds for missed sessions will be available
- g. It is *IACTED's* policy that no Participant will be able to sell their enrollment privately, on the internet, or utilizing a second-hand venue for the purposes of capitalizing on their enrollment ticket. No transfer enrollment will be entertained without *IACTED's* Admissions office prior approval.
- h. Any refund requests received more than 14 days after purchase will not be refunded. Participant may utilize funds toward another offered curriculum for 1 year from the cancellation date.

# 9. Rescheduling:

- a. No rescheduling requests will be reviewed without payment in full.
- b. Please be aware that all enrollments are on a first come first served basis and limited seating is available for each venue. Therefore when seeking to reschedule, the sooner *IACTED* receives a request the more likely we will be able to place the Participant in the curriculum of their choice.
- c. If no space is available per the Participant's rescheduling request, *IACTED* will make every effort to provide the Participant with the next available curriculum



- d. Participants will have two opportunities to reschedule prior to forfeiting their enrollment
- e. Participants may place their enrollment on hold one time only until the next in-kind curriculum is available prior to the original enrolled curriculum start date. All requests must be received no less than 14 days prior to the original scheduled start date.
- f. A \$100 rescheduling fee must accompany all Participant requests and must be received by *IACTED* 10 days prior to the re-scheduled start date. NO EXCEPTIONS



# **REFUND REQUEST FORM**

All information must match original enrollment information submitted to IACTED.

First Name: *	Technology & Education (IACTED) to objectively review all
Last Name: *	refund or rescheduling requests that are submitted per the follows instructions. Fill out the enclosed form accurately
Email: *	and completely. Inaccurate or omitted relevant information will only make the request held until correct information is received or Null & Void with no opportunity to be
Landline:	reconsidered State the reason for the request. Upload (or mail) all
Cell Phone: *	justified back up. No refund request will be entertained after 14 days from the start date of the original Participant's enrollment.
Address: *	Seating in all of IACTED's programs, classes, seminars,
City: * State: *	short programs and guest speakers are limited. Therefore all reviews for a refund for an enrollment will be on a case by case basis and at the digression of IACTED's Admissions
Country: *	Office. Guest Speakers No refunds will be available for paid
Postal Code: *	tickets.
Course ID #: *	No Requests will be entertained after proposed curriculum start date. After IACTED's review, if refund claim is found legitimate and justified, any refunds will be issued in paper
Course Name: *	check form sent to the original Participant's address via the US mail system. No deviations of this policy will be
Course Start Date: *	entertained. All refund checks will only be made payable to the name of the original enrolled person that filled out the original enrollment application
Payment Amount: *	No refunds requests will be reviewed without prior payment method has cleared IACTED's banking system. If enrollee
Card Expire	stops payment and submits a refund request they will be prosecuted to the full extent of the law. Participant space is
Payment Method: MC Visa AmEx	limited; therefore no refunds will be issued after or during enrolled curriculum.  No refunds for missed sessions will be available. It is
Card Number: *	IACTED's policy that no Participant will be able to sell their enrollment privately, on the internet, or utilizing a second-
Refund Request Reason: *Attach any documentation to support request.	hand venue for the purposes of capitalizing on their enrollment ticket. No transfer enrollment will be entertained without IACTED's Admissions office prior approval.  Any refund requests received more than 14 days after purchase will not be refunded. Participant may utilize funds toward another offered curriculum for 1 year from the cancellation date.

If you have any questions call: 404-34-9933 or 888-575-2664
Email Completed Form to: Refund@IACTED.net
Or mail to: Certified Mail – Return Receipt to:
The Institute of Advanced Cannabis Technology & Education
Refund Admissions
11770 Haynes Bridge Road, Suite 205-320, Alpharetta, GA 30009

11770 Haynes Bridge Road Suite 205-320 Alpharetta, GA 30009



1-404-334-9933 1-888-575-2664 www.whylACTED.com

# RESCHEDULE REQUEST FORM

All information must match original enrollment information submitted to IACTED.

First Name: *
Last Name: *
Email: *
Landline:
Cell Phone: *
Address: *
City: *
State: *
Country: *
Postal Code: *
Requested Course ID#: *
Requested Course Name: *
Proposed Reschedule Date: *
Original Course ID #: *
Original Course Name: *
Original Course Start Date: *

It is the intention of The Institute of Advanced Cannabis Technology & Education (IACTED) to objectively review all refund or rescheduling requests that are submitted per the follows instructions.

Fill out the enclosed form accurately and completely. Inaccurate or omitted relevant information will only make the request Held until correct information is received & Null & Void with no opportunity to be reconsidered

State the reason for the request. Upload (or mail) all justified back up.

No rescheduling request will be entertained after 14 days from the start date of the original Participant's enrollment.

Seating in all of IACTED's programs, classes, seminars, short programs and guest speakers are limited. Therefore all reviews for a refund or rescheduling an enrollment will on a case by case basis and at the digression of IACTED's Admissions Office.

Guest Speakers No rescheduling will be available for paid tickets.

No Requests will be entertained after proposed curriculum start date

No rescheduling requests will be reviewed without payment in full.

Please be aware that all enrollments are on a first come - first served basis and limited seating is available for each venue. Therefore when seeking to reschedule, the sooner IACTED receives a request the more likely we will be able to place the Participant in the curriculum of their choice.

If no space is available per the Participant's rescheduling request, IACTED will make every effort to provide the Participant with the next available curriculum, Participants will have two opportunities to reschedule prior to forfeiting their enrollment, Participants may place their enrollment on hold one time only until the next in-kind curriculum is available prior to the original enrolled curriculum start date. All requests must be received no less than 14 days prior to the original scheduled start date.

Rescheduling Request Reason:

If you have any questions call: 404-334-9933 or 888-575-2664

Email Completed Form to: Rescheduling@IACTED.net

Or mail to: Certified Mail - Return Receipt to:

The Institute of Advanced Cannabis Technology & Education, Rescheduling Admissions 11770 Haynes Bridge Road, Suite 205-320, Alpharetta, GA 30009

11770 Haynes Bridge Road Suite 205-320 Alpharetta, GA 30009



<sup>\*</sup> Attach any documentation to support request.