

TERMS AND CONDITIONS

This document outlines the Policy, as well as the Terms and Conditions of Medical Career Specialists, Inc., herein to be referred to as "MCS", with regards to all MCS products, services, interests, and commodities (both tangible and non-tangible, as well as implicit and non-implicit--physical, technological, conceptual, material, specified, or non-specified), herein referred to as "Product", and the program participant/student/client/patron/customer, herein referred to as "Customer".

Upon purchase, Customer will be required to acknowledge that he has read, understood, and agreed to comply with **all** of the following Terms and Conditions. "Purchase" shall imply the actual exchange of monetary currency or the *use* of Product. As dictated by *juris prudence*, ignorance of the law [policy,(i.e. Terms and Conditions)] is not an excuse and does not excuse you from prosecution. Please be sure to read this document in its entirety. **Do not purchase Product if you are unwilling or unable to comply with MCS Policy** set forth in this document, as you will be legally bound by contractual agreement and will be required by law to honor your legal obligation. Failure to do so may result in legal prosecution and applicable fines.

Should any portion of this document be found to be incorrect, that portion shall be corrected, but does not constitute illegitimacy of the rest of the document; nor does it make the remainder of the contract invalid.

Privacy Statement. MCS respects your privacy and will collect personally identifying information only as necessary. All information collected by MCS will be used appropriately, as required and permitted within the realms of the law. Please be aware that any auto-initiated posts, comments, or information exchange does not pertain to this statement of privacy.

NATURE OF PRODUCT. MCS offers quality products and services for current, practicing Healthcare and Medical professionals. Product is created and designed to help refine current competencies through education and training-related consultancy. Any matter that falls without the delineated NATURE OF PRODUCT is hereby deemed illegitimate and therefore irrelevant with respect to MCS and its responsibility, obligation, and liability pertaining to matters of legitimacy.

Competency. MCS offers Product with the strict understanding that Customer possesses the necessary adequacies to qualify for competent usage of Product. It is the sole responsibility of Customer to ensure he qualifies for usage *before* purchasing Product. By purchasing Product, Customer explicitly attests to his competency and qualification.

Substitution. MCS reserves the right to exercise Product substitution for equal or comparable value according to its sole discretion. If for any reason Product purchased (*and paid for in full*) by Customer is not readily accessible, an appropriate Product substitution will be placed at Customer's disposal. Product substitution is contractually legitimate and shall constitute a satisfactory resolution.

Transferability. Product transference is not permitted without written permission from MCS, which must be obtained at least 24 hours before transference takes place.

CONFIDENTIALITY. Customer agrees to nondisclosure of the following information: technical and business information relating to MCS's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

NONCOMPETITION. Customer agrees not to directly or indirectly compete with the business of MCS and its successors by infringing upon any MCS proprietary material or business models and assigns an indefinite non-competition clause. The term "not compete" as used herein shall mean Customer shall not own, manage, operate, consult or be employed in a business that implements patentable MCS material and ideas, or its business model.

INDEMINIFICATION. Customer agrees to indemnify MCS against any second or third party claims arising from conduct under this contractual agreement. In addition, Customer explicitly cedes all rights to tortious and legal claims.

Exclusivity. This contractual agreement is forged solely between MCS and Customer and shall therefore forbid interference by third parties, as well as supersede all previous agreements made that would otherwise infringe upon it. CUSTOMER AGREES THAT ALL CONFLICTS, DISPUTES, AND CLAIMS SHALL BE HANDED TO MCS MANAGEMENT FOR RESOLUTION, WITHIN THE CONFINES OF COMPANY POLICY AND ANY DETERMINATION MADE SHALL BE FINAL, AS WELL AS LEGALLY BINDING. Customer waives all rights to any third party interferences as permissible within the confines of State (of Georgia) and Federal Law.

REFUNDS. Due to the nature, quality, and characteristics of Product, as well as the respective governing policies and bylaws, refunds will not be considered nor permitted for *any* purchases made, except under “extenuating circumstances”. However, UNDER NO CIRCUMSTANCES will “Good Faith Deposits” for training deposits in the amount of \$250 be made. This deposit is required to reserve Customer’s (student’s) seat and is used as collateral for the issuing of training resources and materials and is therefore forfeited upon receipt of such.

Extenuating Circumstances. These shall include poor health, extreme hardship, or death. In the event that Extenuating Circumstances do arise, Customer may request a refund. Customer will receive written --physical or electronic-- confirmation that a refund request is being processed and will be required to supply any requested documentation to support their request within 7 days of it being requested. An investigation will be initiated and documents provided will be verified. Refund processing and accompanying investigation may take up to 180 (from start to finish) for completion and funds to be returned to Customer. Customer understands that their request may be denied if Extenuating Circumstances cannot be established. Once initiated, the refund process must be completed, as a cancellation constitutes a forfeiture of the funds in question.

General Requests. All other circumstances that may arise outside of poor health, extreme hardship, or death will not be considered “extreme” and refund requests will not be processed. However, substitutions and transfers can be made within 6 months from original date of purchase. Nevertheless, pecuniary remuneration made under general request is not obligatory, guaranteed, or due unto Customer for any reason.

POLICY CHANGES. MCS reserves the right to modify Terms and Conditions at its discretion. Any such revision or change will be binding and effective immediately following the posting of the revised Terms and Conditions on the www.MedicalCareerSpecialists.com (and any subsidiary) websites. Customer agrees to periodically review the MCS website, including the current version of Terms and Conditions made available on MCS websites. It is Customer’s obligation to review MCS policy for any such revisions.

COPYRIGHTS. Unless otherwise indicated, all materials or MCS-sponsored material is copyrighted and all rights reserved. No part of any MCS material may be used for any purpose other than as granted by Terms and Conditions. Therefore, reproduction, modification, storage in a retrieval system or retransmission, in any form or by any means, electronic, mechanical or otherwise, for reasons in any way other than as delineated above, is strictly prohibited without prior written permission from MCS, which must be obtained at least 24 hours in advance.

BINDING NATURE. This document is to serve as a legally binding contractual agreement under the jurisdiction of the competent appropriating body or any other official judicial or mediatory establishment as determined by MCS Legal Department. Any violation of this agreement could result in legal prosecution and applicable fines.

Customer assumes all responsibility to ensure he has read and understood this MCS policy as set forth in Terms and Conditions in its entirety *before* making any purchases. All questions regarding Terms and Conditions can be directed to 1 (800) 595- 6276 or info@medicalcareerspecialists.com.