

## Digital Chalk Refund Policy:

Digitalchalk.com is a delivery agent for digital media content posted on Digitalchalk.com by third-party providers. Because of the nature of digital media delivered on the World Wide Web, it is not possible to return access to digital media once it has been granted. Because of this, all purchases online with Digitalchalk.com are non-refundable. The media provided by third-party content providers is the intellectual property of that third-party provider and their licensors. DigitalChalk.com is not responsible for the accuracy of the claims made by content provider on Digitalchalk.com or the type, accuracy or quality of the digital media delivered after you have purchased the material on the Digitalchalk.com website.

Digitalchalk.com may, at it's sole discretion, provide an exception to the no-refund policy if written request is received from the third-party Content Provider within 15 days of the transaction **and** you meet one or more of the following conditions:

- a. The course material you purchased is unavailable for delivery from the Content Provider during the delivery period the content provider allows.
- b. You can provide documented and verifiable proof of a hardship beyond your control that prevents you from accessing the material you purchased.
- c. You cannot access the material due to an error on the part of Digitalchalk.com's web site or system.

To be considered for a refund, the purchaser (you) must contact the Content Provider listed your sales receipt (Course Provider Contact information can be found on the course outline you were presented prior to purchase) within 15 days of the purchase. Digitalchalk.com reserves the right to refuse a refund request by a Content Provider if there is found to be:

- a. Insufficient proof of that one or more conditions listed above have been met
- b. The Course Provider listed on the sales receipt owes an outstanding balance in arrears to DigitalChalk.com.
- c. A correctable defect is identified on the Digitalchalk.com site or system that can be corrected to provide the purchaser with access to the media content within five business days of written notification of the defect's existence.

Digitalchalk.com does not make claims to the accuracy or warrantee the quality of the digital media content delivered to the purchaser from third-party providers and no refund will be provided by DigitalChalk.com for errors in the digital media content from

the third-party provider. You may at your discretion request a refund directly from the third-party content provider. It is the responsibility of the third-party content provider to provide any approved refund in accordance with that organization's own refund policy.

Because all delivery of all media content is via the World Wide Web (Internet), Digitalchalk.com is not responsible for loss of access due to technical failures of Internet technologies outside the control of Digitalchalk.com, current or future statutes and laws governing access to Internet resources or by acts of God.

By purchasing access to the digital media resources on Digitalchalk.com via the Internet, you are providing proof of access to the World Wide Web. Digitalchalk.com is not responsible for providing access to the World Wide Web (Internet) and will not provide any refunds for loss of access.

By executing your purchase on Digitalchalk.com you are accepting the terms of conditions set forth in this refund policy. If a dispute arises between you (the purchaser) and Digitalchalk.com regarding any aspect of this refund policy, you agree to enter into binding arbitration with an arbiter appointed by state of North Carolina. Both parties further agree to hold all discussions from such proceedings confidential and a violation of confidentiality shall be considered grounds for further claims.