



NEXTECH
ACADEMY®



PAYMENT AUTHORIZATION FORM

Please check the box to signify your payment preference, complete that section, and sign/date the bottom.

GOLD POINTS

CREDIT CARD

Signatory Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ CVS/CVC/CVV: _____

ACH

Signatory Name(s) on Bank Account: _____

Company Name (as it appears on bank account): _____

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Bank Address: _____

City: _____ State: _____ Zip: _____

Bank Telephone Number: _____

Routing Number: _____ Account Number: _____

Please attach a voided check with preprinted bank information.

I authorize Nexstar®, Inc. to charge my credit card OR debit the bank account named above for the subscription fee of \$99 per training student per month.

I acknowledge that I must contact Nexstar®, Inc. 30 days in advance to cancel my subscription.

I agree to the attached terms of use.

Print Name: _____ Date: _____

Signature: _____

**Fax pages 1-2 of this form to Angel Braaten at 651-789-8535 or
email to angelb@nexstarnetwork.com**

NEXTECH ACADEMY, INC.

TERMS OF USE

1. **Acceptance of Terms**

NexTech Academy, Inc. (referred to as “NexTech,” “us” or “we”), provides the nexstar.instructure.com website (referred to as the “Site”), as well as e-textbook readings, videos, interactives, key concepts, quizzes, tests, hands-on skill assessments, user guides, and other online learning deliverables (collectively referred to as “Offerings”), subject to your compliance with the following Terms and Conditions of Use (“Terms”), as well as any other written agreement(s) between us and you.

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2. **Offerings**

Offerings. NexTech provides a number of Offerings for users on its Site, including e-textbook readings, videos, interactives, key concepts, quizzes, tests, hands-on skill assessments, user guides, and other online learning deliverables. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

No Guarantee. Although NexTech works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Offerings available on this Site.

Temporary Interruptions. You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Payment

Fees. If you choose to purchase one or more of the Offerings provided, you agree to pay all fees associated with the Offerings. Any charges incurred by your purchase or use of the Offerings, will be billed to the credit card you provided during enrollment. In the event you sign up for a Service that is ongoing and incurs reoccurring charges (such as a subscription), such charges will be billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information with five (5) days of the change.

Overdue Amounts. If, for any reason, your credit card declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance of Offerings or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

4. Employer Supervision and Training

The employer is responsible to facilitate and observe the hands-on skills assessments that are included in the training provided through this Site, and to provide such training as required to fully develop the student’s competence and ability to perform the tasks. The employer has the sole discretion to determine when a student has displayed sufficient knowledge and ability to progress from a supervised to an un-supervised level of a skill. NexTech Academy does not provide any warranty or representation as to the competence or thoroughness of such training by the employer.

Further, NexTech Academy makes no assurances that the methods described and the materials used are approved by state and local codes. It is up to the employer to adapt and augment the training to meet code requirements. Additionally, NexTech does not represent the training as approved by any state or local trade licensing agency. NexTech is designed to give the participant the skills need to be a skilled residential service technician. It is up to the sponsoring employer and the student to adapt and augment the training to meet any state licensing requirements.

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Passwords & Security. If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

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Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Offerings purchased on the Site during the twelve (12) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

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10. **Termination of Use**

Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspended fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

No Right to Offerings Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages

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Governing Law. The statutes and laws of the State of Wisconsin shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Dane County, Wisconsin, Circuit Court or the U.S. District Court for the Western District of Wisconsin with respect to such matters controlled by that court.

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Savings Clause. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement. These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior

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