



## PROGRAM RULES AND AGREEMENTS

THIS AGREEMENT ("Agreement") is made and is effective on this date by and between the **Synergetic Play Therapy Institute, Inc** located in **Louisville, CO 80027** hereinafter ("SPTI") and student.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the student agrees as follows:

### Part 1: General Acknowledgements

I agree to read the program rules and agreements outlined in this document fully and to complete all course requirements, including the completion of the "Course Agreements" lesson located in the course site within the online learning platform.

I understand that the information shared in the program is for educational and information purposes only and does not constitute legal advice.

I understand that to be eligible for continuing education credit hours I must be a graduate-level counselor or be enrolled in a graduate-level mental health program.



Synergetic Play Therapy Institute has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 7450. Programs that do not qualify for NBCC credit are clearly identified. Synergetic Play Therapy Institute is solely responsible for all aspects of the programs.

### Part 2: Organizational, Program and Legal Agreements

#### Program Costs and Fees

I understand the cost and fees related to the program I am enrolling in at the SPTI. For additional programs and courses, please visit the SPTI's [website](#).

The SPTI takes every opportunity to work with students to ensure that they can enroll in programs/courses that will meet their needs. Students can pay in full or enroll in a predetermined payment plan that is offered by the SPTI, if applicable. The SPTI makes every effort to maintain reasonable fees for its courses and programs and they are subject to change at the discretion of the SPTI. Please note: a 3.5% convenience fee incurred on all payment plans, if applicable. Students should contact the Institute if they have questions related to these fees.

## **Refunds and Cancellations**

I acknowledge that I understand the SPTI's **refund policy**, which states: *Fees for this live webinar are non-refundable, but are transferable to other courses. You will not receive CE Credit Hours for this course should you choose to transfer your enrollment to another course. Please contact the Institute should you have any questions or concerns.*

## **Non-Discrimination Policy**

I understand that the SPTI does not discriminate on the basis of age, race, color, national origin, sex, gender identity, sexual orientation, disability, veteran status, religion, or marital status in its educational programs, activities, or employment practices. The Institute complies with Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964 and regulations, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

## **Confidentiality of Participant Information**

I understand that the SPTI maintains its internet site as an information resource and service for a variety of users to include, but not limited to, potential and current students, faculty, and staff. The SPTI is committed to protecting the privacy and confidentiality of all its users. When learners register or use the SPTI's internet site for activities certain personally identifiable information such as names, e-mail addresses, mailing addresses, and payment information is collected. The SPTI has measures to protect personal data from unauthorized access, improper use, alteration, unlawful or accidental destruction, and accidental loss. The SPTI requires that all users who have access to or are associated with the processing of personal data respect confidentiality. Personally identifiable information that is shared with the Institute is stored on the organization's servers. Information is backed up routinely, in order to aid in the recovery of information in the event of accidental damage of information or due to a natural disaster. The backup media is stored and back-up to a cloud storage.

## **Program Complaints**

I understand that the SPTI encourages relationships. In that vein, if any student or potential student would like to express a concern about the SPTI or a continuing education program provided by the SPTI, the individual may email [info@synergeticplaytherapy.com](mailto:info@synergeticplaytherapy.com). The SPTI asks that the student provide details about the concern and someone from the Administration Team will be in touch within 48 hours. Although the SPTI does not guarantee a particular outcome, the SPTI will consider the complaint, make any necessary decisions, and respond within 7 days from receipt of the complaint.

## **Grievance Policy**

I understand that it is expected that individuals that encounter any challenges while they are enrolled in a program at the SPTI will discuss them with the appropriate individual(s) to attempt to come to a successful resolution. Students will be expected to follow the SPTI's [Grievance Policy](#) should efforts of resolving the challenge with the individual(s) go unsuccessful.

### **Confidentiality Breaches**

I understand that any Confidential Information, whether oral, written, or electronic, be maintained in a manner that ensures its confidentiality. A breach is a violation of this policy and/or state or federal regulatory requirements resulting in the unauthorized or inappropriate use, disclosure or access of Confidential Information. Should a breach of confidentiality be identified, the SPTI's Operations Director will investigate the breach. Should a breach of "Personal Information" be identified, the Operations Director will coordinate the communication of the breach to the impacted individuals via email. This notification will be sent no later than 60 days following the discovery of a breach and will include, to the extent possible, a brief description of the breach, a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what is being done to mitigate the harm, and prevent further breaches, as well as contact information for questions, as applicable

### **Attendance**

I understand that the SPTI monitors and tracks attendance to ensure that students attend the program for the appropriate number of hours, as indicated on the certificates they receive upon completion of the program/course. Course completion certificates may not be awarded if attendance and other program requirements are not met.

I understand that for Live Events, students are required to actively attend the event for the full duration of the course/program and complete all program requirements. This may include 1) completing sign-in documents, 2) completing the learning assessment, and 2) completing the program evaluation. Once the learning assessment is complete the certificate will be available for download by the participant.

### **Updating Program Materials**

I acknowledge that the SPTI takes pride in ensuring that its programs are relevant and up-to-date and that the SPTI does an annual review of the programs being offered to ensure that the course materials are current and relevant to the programs being offered. This includes the review of course/program evaluations provided by participants.

### **Record Keeping and Retention**

I understand that any materials submitted become the property of the SPTI. During a student's enrollment, the SPTI maintains electronic records that include attendance information, and

other relevant data. These records are maintained for a period of 5 years after the end of the program that the student has completed. Except as required by law, no information regarding student information, program attendance, or any other aspect of students' information will be released to any third party without written student consent.

### **Disclosure or Use of Client Information**

I understand that the SPTI may use or request students to use client information that will be viewed for educational purposes only. It is required that proper informed consent be obtained if any client information will be used for educational purposes during their program. It is the responsibility of the student to ensure that this is collected and maintained. Any identifying client information obtained will not be disclosed by a presenter or student.

### **ADA Accommodations**

I understand that the SPTI acts in compliance with the Americans with Disabilities Act (ADA), along with other local, state and federal requirements regarding disabled students. In order to request accommodations, students must contact the SPTI, complete the appropriate form, and provide information that they have a qualified disability. No accommodations may be made before the SPTI has been notified of a disability through the submission of proper documentation. Documentation must be provided at least 30 days in advance of any accommodation requests. The responsibility for ensuring that this documentation is submitted on time is solely the students. Please note that review of requests for accommodations can take up to 14 days after submission.

### **Content Permissions and Copyright**

I understand that all of the content in this program is trademarked and copyrighted. I agree to not copy, record, or alter the content of this program without permission from Lisa Dion and the SPTI.

I understand that the content and links shared in this program are for personal and non-commercial use. I understand that I am not permitted to view the content of this virtual program with any person regardless of work, personal or family relation unless authorized in writing by the SPTI.

I understand that the information in this presentation, including content and learning tools (videos, PowerPoints, handouts, etc) are for learning purposes only and I understand that I am not permitted to record, copy in any way, distribute, transmit, display, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information and/or computer link contained on, or obtained from or through the SPTI unless granted permission from Lisa Dion and the SPTI.

### **Trademarks and Teaching Permissions**

I understand that the ability to teach or train others in Synergetic Play Therapy requires authorization from Lisa Dion and the SPTI and that the designation "Synergetic Play Therapy Teacher or Trainer" is only available to those that have completed the necessary requirements.

I acknowledge that the SPTI and Lisa Dion personally own a variety of Intellectual Property, including various trademarks, and use of any of the Intellectual Property requires written permission directly from the SPTI and/or Lisa Dion. Examples of trademarks include, Synergetic Play Therapy®, Synergetic Play Therapist™, Synergetic Play Therapy Teacher™ and Synergetic Play Therapy Supervisor™. Student also acknowledges that the SPTI and/or Lisa Dion personally also own many copyrighted materials, including training, marketing and business materials. Use of any of the materials outside of this Agreement, even if in modified form, requires written permission by the SPTI and/or Lisa Dion. I agree not to use or modify any of the materials without permission by the SPTI and/or Lisa Dion.

I agree to use the SPTI's Trademarks in accordance with the SPTI's policies and any use of materials using the SPTI's Trademarks should be reviewed by the SPTI and/or Lisa Dion prior to use.

I understand that any use of the SPTI or SPT on advertising, marketing and/or sales materials (including websites, social media advertising on such sites as Instagram or Facebook) must be pre-approved. I acknowledge that I must receive written permission from the SPTI prior to using the term or providing any description of it. To avoid confusion, I agree to cut-and-paste the description from the SPTI website.

### **Governing Law/Dispute Resolution**

I understand that this Agreement nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Party which consent shall not be unreasonably withheld.

I understand that if any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

I understand that this Agreement may be amended, modified or supplemented only by a writing signed by both Parties.

I understand that any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced.

I understand that this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and binds and inures to the benefit of the Parties, their

successors and permitted assigns. This Agreement, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, including without limitation any memorandum of understanding or correspondence relating to the subject matter hereof.

I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law provisions thereof. I understand that each Party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine and stipulates that the courts located in Colorado shall have in personam jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding. IN ALL CASES, TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Each party also agrees to waive federal diversity jurisdiction to the extent allowed by law but, if there is ever an action in federal court relating to this Agreement, it shall occur in US District Court in Denver. Each party additionally agrees that the court shall award the prevailing party its attorney's fees, expenses and court costs.

I understand that it is expected that any disputes with the Institute are to follow the SPTI's grievance process; however, if the parties are unable to resolve the grievance, the student agrees to participate in non-binding mediation with each party paying half the cost of the mediation. Mediators shall be appointed by the SPTI's attorney. Each of the parties agrees to participate in mediation prior to filing any lawsuit with the exception that the SPTI may file a lawsuit to collect monies owed to it and/or to restrain behaviors that violate this agreement, such as copyright or trademark infringement.

I agree to defend, indemnify and hold the SPTI harmless from and against any and all expenses, losses, liabilities, damages, claims and demands, including counsel fees directly for, by reason of or arising out of, my taking this program, or any activities relating thereto resulting in personal injury or property damage suffered by or alleged to be suffered by any person or persons. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

IN WITNESS WHEREOF, the SPTI and Student have executed this Agreement as of the date set forth above.