

Terms and Conditions

Agreement between User and www.capstoneinstitute.com

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www.capstoneinstitute.com is an E-Commerce Site.

Privacy Policy and Terms and Conditions to be posted on a website

Electronic Communications

Visiting www.capstoneinstitute.com or sending emails to Capstone Institute of Mortgage Finance constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Capstone Institute of Mortgage Finance is not responsible for third party access to your account that results from theft or misappropriation of your account. Capstone Institute of Mortgage Finance and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Capstone Institute of Mortgage Finance does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.capstoneinstitute.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Capstone Institute Refund Policy

Refund Policy on CMS Certified Mortgage Specialist Training Program

Capstone offers all its students a free 3 hour viewing evaluation period which must be completed within 10 days of purchase. After purchasing either the CMS "Certified Mortgage Specialist for Loan Originators" or CMS "Certified Mortgage Specialist for Loan Processors", you may request a refund if the student hasn't logged in for more than 3 hours of training. You may also request a refund if your request is made within 10 days of your purchase.

You may not request a refund within your 10 day evaluation period if the student has logged 3 or more hours of the training.

Refund requests must be directed to Garry Trost at 888-254-3431. If after school hours leave your request with our answering service so we can document your request.

An administrative fee and return postage fee of \$40.00 and a 4.5% credit card transaction fee will be deducted from the CMS purchase price.

Refunds will not be processed until all applicable training materials have been returned to Capstone Institute in resaleable condition.

Refund Policy With All Other Online Video Self-Paced Training:

Capstone offers all its students a free 3 hour, 10 day viewing evaluation period. This means after purchasing an online training class, you have 10 days to log into your training or 3 hours to sample the training.

If the student is not happy with the training after 3 hours of viewing, or ten days from the purchase date, they may request a refund by sending their request to support@capinst.com. or to garryt@capinst.com

An administrative and return shipping fee of \$26.00 and a 4.5% credit card transaction fee will be deducted from the refund price.

Refunds will not be processed until all training materials, if applicable, have been returned to Capstone Institute in resaleable condition.

Refund Policy For Safe Act , Live Classroom Instruction:

Purchaser and or Student must give at least 3 business days notice to Capstone Institute that the student

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Indemnification

You agree to indemnify, defend and hold harmless Capstone Institute of Mortgage Finance, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Capstone Institute of Mortgage Finance reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Capstone Institute of Mortgage Finance in

asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Capstone Institute of Mortgage Finance agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Termination/Access Restriction

Capstone Institute of Mortgage Finance reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Capstone Institute of Mortgage Finance as a result of this agreement or use of the Site. Capstone Institute of Mortgage Finance's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Capstone Institute of Mortgage Finance's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Capstone Institute of Mortgage Finance with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Capstone Institute of Mortgage Finance with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Capstone Institute of Mortgage Finance with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Capstone Institute of Mortgage Finance reserves the right, in its sole discretion, to change the Terms under which www.capstoneinstitute.com is offered. The most current version of the Terms will supersede all previous versions. Capstone Institute of Mortgage Finance encourages you to

periodically review the Terms to stay informed of our updates.

Contact Us

Capstone Institute of Mortgage Finance welcomes your questions or comments regarding the Terms:

Capstone Institute of Mortgage Finance
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Atlanta, Georgia 30328

Email Address:
garryt@capinst.com

Telephone number:
4049258888

Effective as of January 20, 2023