

Terms and Conditions

Agreement between User and www.prc-cref.school

Welcome to www.prc-cref.school. The www.prc-cref.school website (the "Site") is comprised of various web pages operated by PRC CREF School LLC ("PRC School"). www.prc-cref.school is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.prc-cref.school constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

www.prc-cref.school is a Subscription-based News and Information Site.

This site serves as the informational site for the PRC School of Commercial Real Estate Finance. The school is designed to provide on demand access to commercial real estate finance training content and information.

Subscription

The PRC CREF School is a subscription-based platform. The following explains what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge your acceptance of the presented terms. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Platform.

New PRC CREF School subscriber accounts will be created upon receipt of a **one-time \$15 enrollment fee** and a first month subscription payment. Subscribers agree to pay **\$39.95** monthly for the services provided by the PRC School of Commercial Real Estate Finance. Subscriptions will commence on the initial subscription date at the monthly subscription rate of **\$39.95** until the subscriber provides a thirty (30) day written notice of cancellation. In the event of any conflict between this agreement and any terms of use, the terms of the agreement shall prevail and control. Subscription Fees of **\$39.95 per month** are non-refundable if Subscriber cancels or if the subscription is terminated for cause.

The PRC CREF School will retain subscriber payment information to process recurring monthly charges. A monthly subscription charge of \$39.95 will be charged to the payment account on file on the day of the month the initial subscription was established or on the last day of the month. Subscribers will be notified if payment is declined and will have 60 days to bring the account current. The account will be suspended if payment is not made on or before the 60th day following the declined payment attempt.

The account will be closed after 90 days of non-payment. The subscriber will be required to create a New PRC CREF School subscriber account to resume services.

Privacy

Your use of www.prc-cref.school is subject to PRC CREF School's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.prc-cref.school or sending emails to PRC School 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 PRC School is not responsible for third party access to your account that results from theft or misappropriation of your account. PRC School 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

PRC School 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.prc-cref.school only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.prc-cref.school may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of PRC School and PRC School is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PRC School is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PRC School of the site or any association with its operators.

Certain services made available via www.prc-cref.school are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.prc-cref.school domain, you hereby acknowledge and consent that PRC School may share such information and data with any third party with whom PRC School has a contractual relationship to provide the requested product, service or functionality on behalf of www.prc-cref.school users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.prc-cref.school strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to PRC School that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of PRC School or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. PRC School content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of PRC School and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of PRC School or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your PRC School account to third party accounts. By connecting your PRC School account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by PRC School from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the PRC School Content accessed through www.prc-cref.school in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless PRC School, 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. PRC School 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 PRC School in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

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 PRC School 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.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PRC CREF SCHOOL LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

PRC CREF SCHOOL LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. PRC CREF SCHOOL LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRC CREF SCHOOL LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES,

THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PRC CREF SCHOOL LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

PRC School 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 Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas 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 PRC School as a result of this agreement or use of the Site. PRC School's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of PRC School'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 PRC School 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 PRC School with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and PRC School 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

PRC School reserves the right, in its sole discretion, to change the Terms under which www.prc-cref.school is offered. The most current version of the Terms will supersede all previous versions. PRC School encourages you to periodically review the Terms to stay informed of our updates.

Privacy Policy of PRC CREF School, LLC

PRC CREF School, LLC operates the www.prc-cref.school website, which provides professional educational training and services.

This page is used to inform website visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service, the PRC School of Commercial Real Estate Financing website.

If you choose to enroll in the School for PRC School of Commercial Real Estate Financing, then you agree to the collection and use of information in relation with this policy. The Personal Information that we collect are used for providing and improving our educational and training services. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at www.prc-cref.school, unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience while enrolled in our school, we may require you to provide us with certain personally identifiable information, including but not limited to your name, phone number, postal address and email address. The information that we collect will be used to contact or identify you.

Log Data

We want to inform you that whenever you visit our Service, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser version, pages of our Service that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

Cookies

Cookies are files with small amount of data that is commonly used an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your computer's hard drive. Our website uses these "cookies" to collection information and to improve our product offering. You have the option to either accept or refuse these cookies, and know when a cookie is being sent to your computer. If you choose to refuse our cookies, you may not be able to use some portions of our Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our online-school;
- To provide the school program on our behalf;
- To perform online school-related services; or
- To assist us in analyzing how our online learning program is used.

We want to inform our online-school users that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

Our online educational program may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

Our professional online learning program do not address anyone under the age of 13. We do not knowingly collect personal identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Delivery Policy

Once payment has been received, the purchased content will be immediately available.

Returns and Refunds Policy

Thank you for shopping at PRC School of Commercial Mortgage Banking.

Please read this policy carefully. This is the Return and Refund Policy of PRC School of Commercial Mortgage Banking. This Return and Refund Policy for PRC School of Commercial Mortgage Banking is generated by TermsFeed.

Digital products

We issue refunds for digital products within 7 days of the original purchase of the product.

If you have any questions about our Returns and Refunds Policy, please contact us:

- By phone number: 1-888-306-4228
- By email: info@cref.school

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately, after they are posted on this page.

Contact Us

PRC School welcomes your questions or comments regarding the Terms:

PRC CREF School LLC
701 Highlander, Suite 350
Arlington, Texas 76015

Email Address:

contact@prc-cref.school

Telephone number:

+1.888.306.4228

Effective as of July 01, 2018