

Academy of Financial Literacy for Phillip Day

Terms and Conditions

Please review the terms and conditions the use of Academy of Financial Literacy for Phillip Day This website is operated by Academy of Financial Literacy for Phillip Day and these terms and conditions apply to all websites owned, operated, controlled and otherwise made available by Academy of Financial Literacy for Phillip Day

Authority

By accessing, subscribing, downloading and/or otherwise using this program, you (a) certify that you are at least 18 years of age, and that, if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party, (b) have read this Agreement and have agreed to be legally bound by this Agreement, and (c) agree to all operating rules and policies that may be published within this Website. Academy of Financial Literacy for Phillip Day does not pay or receive fees or other consideration for referrals.

Intellectual Property

This Website is owned and operated by Academy of Financial Literacy for Phillip Day and it's dba's and its licensors and are protected by copyright and other intellectual property laws under United States and international laws and treaties - Copyright 2005 Academy of Financial Literacy for Phillip Day and it's dba's All rights reserved. The "look and feel"; of the Academy of Financial Literacy for Phillip Day and it's dba's the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, are also proprietary to Academy of Financial Literacy for Phillip Day and its dba's and its licensors and fully protected under U.S. and international intellectual property laws.

Submissions

Any and all comments, suggestions, ideas, graphics, personally identifiable information and any other information that you transmit to Academy of Financial Literacy for Phillip Day and it's dba's will remain the sole and exclusive property of Academy of Financial Literacy for Phillip Day and it's dba's. You represent and warrant that your Submissions: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation, and (e) shall not create any liability for Academy of Financial Literacy for Phillip Day and it's dba's. You also agree to maintain and promptly update your Submissions.

Participation Disclaimer

Academy of Financial Literacy for Phillip Day and it's dba's does not and cannot review all Submissions posted to or created by users (including, but not limited to, this Website), and is not in any manner responsible for the content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through this Website Academy of Financial Literacy for Phillip Day and it's dba's is merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users' activities. Even though Academy of Financial Literacy for Phillip Day and it's dba's may monitor and review transmissions, we assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy, obscenity, profanity or misrepresentation. Notwithstanding the foregoing, Academy of Financial Literacy for Phillip Day and it's dba's reserves the right to block or remove communications, postings, or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret or other intellectual property rights of another or (d) offensive or otherwise unacceptable to Academy of Financial Literacy for Phillip Day and it's dba's in its sole discretion.

Electronic Delivery Policy and Your Consent

By using the Academy of Financial Literacy for Phillip Day and it's dba's, you consent to receive from Academy of Financial Literacy all communications including notices, agreements, legally required

disclosures or other information in connection with the Academy of Financial Literacy for Phillip Day and its dba's (collectively, "Notices";) electronically. Academy of Financial Literacy for Phillip Day shall provide such electronic Notices by posting them on this Website. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Website.

Trademarks

Any and all trademarks displayed by Academy of Financial Literacy for Phillip Day and its dba's, its licensors or its affiliates. Nothing in this Agreement should be construed as transferring any aspects of such rights to you or to any third party.

Confidentiality

At all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of yourself, or any other individual or entity, any Confidential Information of Academy of Financial Literacy for Phillip Day. "Confidential Information"; means any Submissions, trade secrets, or confidential or proprietary information whether in written, digital, oral or other form that is unique, confidential or proprietary to Academy of Financial Literacy for Phillip Day or its licensors, dba's including, but not limited to, all parts and any other materials or information related to the business or activities of Academy of Financial Literacy for Phillip Day and its dba's that are not generally known to others engaged in similar businesses or activities.

Warranty Disclaimer

You access and use at your sole risk. Academy of Financial Literacy and its dba's is provided to you on an "as is"; and "as available"; basis. To the fullest extent permissible pursuant to applicable law, Academy of Financial Literacy for Phillip Day and its dba's disclaims all warranties (whether express, statutory or implied) of any kind, including, but not limited to, implied warranties of title, merchantability, data accuracy, system integration, fitness for a particular purpose, non-infringement and any other warranty arising under the uniform commercial code, usage of trade, course of conduct or otherwise

Without limiting the foregoing, Academy of Financial Literacy for Phillip Day and its dba's does not represent or warrant that (a) website will be uninterrupted, timely, secure or error-free, (b) the defects will be corrected, (c) the servers that operate are free of viruses or other harmful components, (d) the data, results and information within will be correct, accurate, adequate, useful, reliable or otherwise; and (e) will meet your needs, requirements or expectations. Academy of Financial Literacy for Phillip Day and its dba's may make changes to the content or to the products or services described in it, at any time without notice to you. Further, Academy of Financial Literacy for Phillip Day and its dba's assumes no liability or responsibility for any errors or omissions in the content within the materials may be out of date or inaccurate, and Academy of Financial Literacy for Phillip Day and its dba's specifically disclaims any duty to update such content.

Any material downloaded or otherwise obtained by you is done at your sole discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the downloading of any such material including, but not limited to, damage caused by viruses.

You acknowledge and agree that Academy of Financial Literacy for Phillip Day and its dba's shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submissions; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by Academy of Financial Literacy for Phillip Day and its dba's. You acknowledge and agree that Academy of Financial Literacy for Phillip Day and its dba's shall not be responsible or liable for any Submissions or conduct of any third party, including, but not limited to, content sent using and/or included within Academy of Financial Literacy for Phillip Day and its dba's provided by any other user of this Website or any third party licensors or suppliers of Academy of Financial Literacy for Phillip Day and its dba's.

Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you. If any of the exclusions set forth in this Section is determined by a court of competent jurisdiction to be unenforceable, then all such express, implied and statutory warranties shall be limited in duration for a period of thirty (30) days after the date on which you first access, and no warranties shall apply after such period.

Teachers/Instructors

Academy of Financial Literacy for Phillip Day teachers, instructors will maintain current certification, and credentials, such as a current teaching certificate, certification from the NACCC, AFCPE, or other approved certifications or credentials required by the Office of the U.S Trustee. Academy of Financial Literacy for Phillip Day maintains an Accredited Financial Counselor designation through the AFCPE Association for Financial Counseling and Planning Education. Phillip Day has worked in the Credit Counseling industry as a Manager of Financial Education. He hosted a financial radio show in Phoenix, AZ Phillip Day has twenty years in the financial services industry. Our teachers/instructors will maintain certification required by the EOUST and are trained by Phillip Day to offer debtor education courses. Phillip Day volunteers in the local community at various non-profits in the Phoenix area.

Disruptive Behavior

Harassment in any manner or form on this Academy of Financial Literacy for Phillip Day and it's dba's Websites including via email, web blog ("blog";), comments, submissions, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Academy of Financial Literacy for Phillip Day and it's dba's employees or representatives, as well as other members or visitors on this Academy of Financial Literacy for Phillip Day and dba's Website is prohibited. You may not upload to, distribute, send or otherwise publish through this Academy of Financial Literacy and its dba's Websites or any content which is libelous, defamatory, obscene, disruptive, harassing, threatening, offensive, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable; which may constitute or encourage a criminal offense, violate the rights of any party; or which may otherwise give rise to civil liability, violate any law or infringe on a third party's intellectual property right (including, but not limited to, spam, offensive sexual, racial or gender related material, or material that violates then current policies). You may not upload commercial content on this Website or within or use the same to solicit others to join or become members of any other commercial online service or other organization.

Limitation of Liability

NEITHER ACADEMY OF FINANCIAL LITERACY FOR PHILLIP DAY AND ITS DBA'S ITS SUPPLIERS, OTHER THIRD PARTIES MENTIONED WITHIN NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING AND SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY, OR INDIRECTLY, FROM YOUR USE OF, ACCESS TO, OR INABILITY TO USE AND ACCESS OR FROM YOUR PURCHASE OF PRODUCTS AND/OR SERVICES PURCHASED THROUGH THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY FROM OR RELATING TO: THE DOWNLOADING OF ANY MATERIAL CONTAINED WITHIN THE LINKING TO OTHER WEBSITES FROM THE SERVICES, PRODUCTS OR INFORMATION OFFERED ON, MADE AVAILABLE THROUGH THIS WEBSITE; COMPUTER VIRUS OR SYSTEM FAILURE; AND/OR THE UNAVAILABILITY OF ANY SERVICES OR PRODUCTS MENTIONED WITHIN WHETHER OR NOT ACADEMY OF FINANCIAL LITERACY FOR PHILLIP DAY AND ITS DBA'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE FEES PAID, IF ANY, BY YOU TO FOR ACCESS AND USE OF THE PURCHASE PRICE OF ANY GOODS OR SERVICES PURCHASED THROUGH, IN ALL OTHER CASES, FIVE DOLLARS (\$5.00). ANY INFORMATION PROVIDED TO YOU AS PART OF THE SERVICES MADE AVAILABLE ON THIS WEBSITE REGARDING YOUR RIGHTS UNDER FEDERAL, STATE OR OTHER LAW, INCLUDING, BUT NOT LIMITED TO, THE FAIR REPORTING ACT (15 U.S.C. 1681, ET SEQ.) AND THE FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (PUB. L. 108-159, 117 STAT. 1952) IS INTENDED TO PRESENT ONLY A GENERAL OVERVIEW OF SUCH LAW AND IS NOT INTENDED TO CONSTITUTE LEGAL ADVICE. IF YOU HAVE SPECIFIC QUESTION OR CONCERNS RELATING TO SUCH LAWS, YOU SHOULD SEEK APPROPRIATE LEGAL COUNSEL. SOME STATES DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES. "NOTHING HEREIN SHALL APPLY TO ACTIONS OR CLAIMS UNDER THE PROVISIONS OF THE UNITED STATES BANKRUPTCY CODE, 11 U.S.C. 101 et seq."

Participation Disclaimer

Academy of Financial Literacy for Phillip Day and its dba's does not and cannot review all Submissions posted to or created by users accessing and is not in any manner responsible for the

content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users' activities. Even though Academy of Financial Literacy for Phillip Day and its dba's may monitor and review transmissions, we assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, obscenity, pornography, profanity or misrepresentation. Notwithstanding the foregoing, Academy of Financial Literacy for Phillip Day and its dba's reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret or other intellectual property right of another or (d) offensive or otherwise unacceptable to Academy of Financial Literacy and its dba's in its sole discretion.

Access to Academy of Financial Literacy and its dba's

You shall be responsible for obtaining access to and for all equipment necessary to access that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all charges associated with connecting you this website including, without limitation, all telephone, equipment, airtime and internet service provider charges.

Passwords and Your Obligations

You may be asked to register as a member on certain pages or services within and to select a unique username and password in order to be able to access your account. As a registered member, you are responsible for maintaining the confidentiality and security of your username and password and shall be responsible for all uses of your username and password, including, but not limited to, any purchases facilitated through the use thereof, whether or not in fact authorized by you. You agree to immediately notify Academy of Financial Literacy for Phillip Day and its dba's in writing of any breach of security, including, without limitation, unauthorized use of your username or password. You also understand that exiting immediately from your account (i.e., "logging off";) at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you shall be liable for all activity and transactions made by that person including transactions for which you may not have authorized.

Security

Academy of Financial Literacy for Phillip Day and its dba's resides on the public internet. Academy of Financial Literacy for Phillip Day and its dba's use commercially reasonable measures to protect the confidentiality and security of any communications transmitted to Academy of Financial Literacy for Phillip Day and its dba's and any information stored on servers controlled by Academy of Financial Literacy for Phillip Day and its dba's. Notwithstanding these efforts, Academy of Financial Literacy for Phillip Day and its dba's cannot guarantee the confidentiality and security of such electronic communications and storage devices used to store such information (including, personally identifiable information) and disclaims all liability arising therefrom. Without limiting the foregoing, you shall not (a) violate or attempt to violate the security; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus, overloading, "flooding," "mailbombing"; or "crashing"; Violations of system or network security may result in civil or criminal liability. Academy of Financial Literacy for Phillip Day and its dba's reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

Representations

Subject to the terms and conditions set forth herein, you may use only for lawful purposes. You agree that you shall at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations and ordinances including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including the New York Stock Exchange, the American Stock Exchange or the NASDAQ.

Indemnification

You agree to indemnify, defend, and hold harmless Academy of Financial Literacy for Phillip Day and its dba's, its affiliates, agents, vendors, distributors, licensors and suppliers and their officers, directors, and employees from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (a) any violation of the terms and conditions of this Agreement, (b) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing your account, (c) your use of (or inability to use) and (d) any use of your Submission by Academy of Financial Literacy for Phillip Day and its dba's or any other party, including, but not limited to, any third party claim of infringement of an intellectual property or proprietary right or invasion of privacy or publicity.

Termination

You agree that Academy of Financial Literacy for Phillip Day and its dba;s, at its sole discretion, may terminate or suspend your access (or any part thereof) at any time and for no or any reason whatsoever, including, without limitation, for lack of use by you or if Academy of Financial Literacy for Phillip Day and its dba;s believes that you have violated or acted inconsistently with the terms and conditions of this Agreement. Academy of Financial Literacy for Phillip Day and its dba;s reserves the right at any time to modify or discontinue, temporarily or permanently your access to (or any part thereof) without notice. You agree that Academy of Financial Literacy for Phillip Day and its dba;s shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use Your obligations under this Agreement shall continue even after Academy of Financial Literacy and its dba;s has terminated.

Schedule of course dates, times, and locations

Academy of Financial Literacy for Phillip Day offers on-line courses available to students 24 hours per day at www.academyoffinancialliteracy.com Telephone classes are offered and our schedule can be found on our website listed or students can call our office 877-833-2867 for a current teleconference schedule. Academy of Financial Literacy for Phillip Day offers in-person classes at 1820 E Ray Rd. Chandler, AZ 85225 The class schedule is listed on our website or call our office 877-83-2867 Students, upon completion of the course, the provider will provide a certificate of course completion to debtor students.

Resale Prohibited

Products and services sold from this Website may not be resold by you as new or distributed to or through dealers. Notwithstanding anything to the contrary herein, Academy of Financial Literacy for Phillip Day and its dba;s reserves the right to adjust your order to ensure compliance with the terms and conditions of this Agreement, and/or refuse to complete your order for goods and services.

Validating Your Order

After you place an order through Academy of Financial Literacy for Phillip Day and its dba's Websites, we will check the information you gave us for validity. We may require additional verifications or information before accepting any order. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, for any or no reason whatsoever. If we reject your order, we will generally attempt to notify you by using the contact information you gave to us with your order.

To view and print the terms and conditions you will need to have Adobe Acrobat Reader installed on you computer. It can be downloaded for no charge from Adobe.com or by clicking on the Get Adobe Reader button.

Fees and Paying for Your Order

You may pay for your order by Bank Check Card, Credit Card, Personal Check or Money Order. The accepted methods of payment may change at Academy of Financial Literacy for Phillip Day and its dba;s sole discretion.

Your card will be authorized for the full amount of your purchase at the time of your order. This may cause an immediate reduction in your funds or increase in your credit line, even if your order is later canceled, as the credit and debit card issuing banks release authorizations at their discretion. Your credit or debit card is generally charged upon receipt of your order. Fees are inclusive, there are no additional cost to students. Fees are: Internet course \$37.50, Telephone course \$45.00, In-person means in our office in Chandler, AZ is \$50.00. This course is offered to debtor students without regard to debtor's student's ability to pay.

Privacy Policy

We realize that you are concerned about how the information you provide online will be used. Academy of Financial Literacy for Phillip Day and it's dba's has a Privacy Policy that discloses what information Academy of Financial Literacy for Phillip Day and it's dba's collects about you, how Academy of Financial Literacy for Phillip Day and it's dba's uses such information, the steps Academy of Financial Literacy for Phillip Day and it's dba;s takes to secure such information, how you can view and correct such information and how you can decline to have such information about you collected or used. The Privacy Policy is available on this Website and is incorporated herein by this reference.

Jurisdiction

This Agreement shall be governed and construed in all respects by the laws of the State of Arizona, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to must be filed within one (1) year after such claim or cause of action arose or be forever barred, and you expressly waive any other statute of limitation which otherwise may apply. You agree to submit to the exclusive jurisdiction of the courts of the State of Arizona or the United States District Court for the State of Arizona for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of this Website. You hereby irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

Links to Other Web Sites

This website contains links to other web sites ("Third Party Sites";) controlled or offered by third parties (non-affiliates of Academy of Financial Literacy for Phillip Day and it's dba's). Academy of Financial Literacy for Phillip Day and it's dba's is not responsible for the content, accuracy or opinions expressed on such Third Party Sites and such sites are not investigated, monitored or checked for accuracy or completeness by Academy of Financial Literacy for Phillip Day and it's dba's hereby disclaims any and all liability for, any information, materials, and products or services posted or offered at any of the Third Party Sites. By creating a link to Third Party Sites, Academy of Financial Literacy and it's dba's does not endorse or recommend any products or services offered or information contained at Third Party Sites, nor is Academy of Financial Literacy for Phillip Day and it's dba;s liable for any failure of products and services offered or advertised at those sites. Such third parties may have a privacy policy different from that of Academy of Financial Literacy for Phillip Day and it's dba's and Third Party Sites may provide less security than Academy of Financial Literacy for Phillip Day and it's dba's. Academy of Financial Literacy for Phillip Day and it's dba's is not responsible or liable for any such differences or discrepancies.

Academy of Financial Literacy for Phillip Day and it's dba's do not pay or receive fees or other consideration for referral of debtor students to or by the provider.

