



# **Terms of Service**

This is an official independent and legal document that can also serve as an addendum (when referred to) by any online services or financial agreement or contract issued by Visionem, Inc, or its division, TCAR Education Programs (DBA).



### **Online Course Fulfillment**

Online courses ordered by individuals are purchased by credit card only through our catalog and delivered online through our website (www.tcarprograms.org). Organizations are invoiced for course orders and all seats must be paid in advance before seats are released for registration to named participants. Each course consists of the following:

- A demographic survey
- A required and scored pretest (this serves as a knowledge check before you start the course)
- An e-manual that can be viewed online, downloaded, and printed. A professionally printed course manual is available for purchase in our catalog and fulfilled by Amazon and delivered to an address of your choice.
- 8 learning modules that consist of videos, quizzes, a 1,000+ glossary, and reference resources and the ability to submit questions to the TCAR/PCAR course faculty with a 2-3 day response time.
- A required evaluation.
- A required and scored posttest.
- A course completion certificate

Course material will be accessible for one year after which you will only have access to your completion certificate. Organizations can cancel named registrants and reassign those seats if the previous registrants have not started the third learning module. Refunds are available after purchase for individuals within one week of purchase if they have not started the third module. Online course orders for organizations are nonrefundable but seats can be reassigned in the roster if the learner has not started Module 3.

Access to the website and the learning management system is available 7x24. Participants are notified of any short maintenance periods (these are normally only less than 4 hours) or if unexpected outages are encountered.

## **Product Order Fulfillment**

We strive to offer swift and dependable service for our cherished customers. What follows is an explanation of how we handle shipping, returns and order cancellations.

#### WHEN DO I GET THE PRODUCTS I ORDER?

When you order any printed material on any of our websites, we ship it within 2 business days by Media mail. Typically we use the United States Postal Service, but other carriers may be used. If we are out of stock, we will notify you by e-mail and let you know approximately how long it will take to get the shipment out to you.

#### HOW DO I RETURN A PRODUCT?

We know that sometimes orders get mixed up or get damaged in transit. If you receive the wrong product, or a damaged product, you can e-mail us at support@visionem.org and let us know what happened. You can also call us at 503-608-4900.

#### WHAT ARE YOUR CANCELLATION AND RETURN POLICIES?

You can cancel book orders within 24 hours by e-mailing or calling our office.



### Trademarks

TCAR Education Programs (TEP) is registered independent publisher/producer of online continuing education courses, study guides and reference materials for trauma professionals in the healthcare field. TEP also uses names and other identifying marks of referenced organizations, manufacturers, and suppliers solely to identify the parties named in course material for educational purposes only. No claim of ownership, endorsement (paid, in-kind or unpaid), association or other relationship is to be made.



### **Intellectual Property**

All Intellectual Property Rights in, or arising out of, or in connection with, Visionem, or TCAR Programs Services and Deliverables (other than Intellectual Property Rights in any materials provided by the Sponsor) shall be owned by TCAR Programs. However, it is TCAR Programs policy that it does not incorporate Sponsor's materials in its curriculum. Any customizations that are made for service delivery are to clarify language, phrasing, terminology, local statistics, and common healthcare practices, or any other clarifications that enable participants understandings of the core curriculum of TCAR Programs. Any customizations that are made part of TCAR Program's presentation using materials received by the Sponsor or participants can be used by TCAR Programs in any of its courses that are generally provided to the public without renumeration.

The Sponsor will not, and shall ensure that each participating organization will not:

- Copy, record, photograph, film, modify, or distribute any of the TCAR materials, (or any part of them) without the written consent of TCAR Programs; and
- Use TCAR materials (or any part of them) to provide any services or deliverables similar or the same as the TCAR materials.

In these Terms of Service, the term "Intellectual Property Rights" means curriculum, patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.



### **Privacy Policy**

#### WHAT INFO DOES THIS WEBSITE GATHER?

At Visionem, Inc., and its division TCAR Education Programs, we respect and protect the privacy of those who visit or use our web sites. When we collect information from you, we want you to know how it is used. To demonstrate our commitment to fair information practices, we have adopted leading industry privacy guidelines.

#### WHAT HAPPENS WHEN I PROVIDE INFORMATION?

When you supply information for a specific purpose such as ordering a service from any of our web sites, we use the information for the purpose of providing that service. If the way we use personally identifiable information changes, we will contact existing customers via e-mail notifying you of this change and giving you the opportunity to opt out of such use.

#### WHAT HAPPENS WHEN I SUBSCRIBE?

In the future, if you choose to subscribe to one of our online services, we request an accurate contact. You will be able to choose if your contact information is used to send you company and product information, special offers and/or newsletters.

If you become one of our customers, we store your name, purchase and usage history and billing information to allow you to manage your account. Credit Card information is only stored with our card processors' CyberSource and Square under Payment Card Industry (PCI) compliance. Customers have access to their account information and usage history on-line. When subscriptions are launched, subscribers can update their personal account information at any time by selecting "My Account" from our web site or by contacting us using the information provided below.

As a future subscriber, you may at any time:

Opt out. At any time after the initial subscription, you can opt out by calling Customer Service using the information provided below.

Update your contact and personal information anytime by notifying us of changes to the information previously collected from you on-line by calling Customer Service using the information provided below.

In order to improve your experience with us, we may decide to improve our site's ability to obtain information about users. If we do, we will update this privacy statement continually to ensure that you are aware of developments in this area.

#### DO YOU SELL MY INFORMATION?

No, we do not sell individually identifiable information obtained on-line about our visitors to anyone. The only exception to this rule is if we are required by law to release information. If you provide individually identifiable information at an event we may sponsor with another company, or if you subscribe or register on a co-sponsored or co-branded web site, you may be providing the individually identifiable information to the co-sponsor. Review the privacy statement on the co-branded site to learn how our partners use this information. Be assured that we use this information in accordance with our privacy policy only.

On occasion, we share non-personally identifiable information with other companies in order to assess the results of a promotion. This information is used in aggregate only, and does not contain any information that would personally identify you. Information could be shared with one of our authorized resellers to fulfill a request for information or to follow up on an inquiry. We will list these resellers on our site if such relationships are established.

Personal information submitted to us through any of our web sites may be transferred across national boundaries and may be stored and processed in any of the countries in which we or our affiliates or our authorized resellers maintain offices, including, without limitation, the United States. You also acknowledge that in certain countries or with respect to certain activities, the collection, transferring, storage, and processing of your information may be undertaken by trusted vendors of Visionem, Inc. Such vendors are bound by contract not to use your personal information for their own purposes or provide it to any third parties.

#### DO YOU USE COOKIES?

Yes. Cookies are small text files that a website stores on your computer or mobile device. They help the website remember your preferences and actions, such as your application permissions, course progress or what items you have in your shopping cart.

By using cookies, websites can personalize your experience and make it easier for you to navigate and use the site. Cookies can also help us gather information about how you use the website, which can be used to improve functionality and content.

We do not use cookies that track information for advertising purposes, nor do we share or sell any information we collect to third parties.

#### WHAT DO YOU DO WITH MY INFO?

Personal information you voluntarily supply when obtaining information, purchasing services or interacting with our advertising may be shared with authorized resellers or affiliates of us. However, you will be informed when such information is shared and will be given an opportunity to opt out. Should any changes be made in the way we use personally identifiable information, we will contact you via e-mail notifying you of this change and give you the opportunity to choose to opt out of such use.

#### DO YOU SEND E-MAIL?

At times, we may utilize e-mail for any of these reasons:

- To conduct online surveys
- To respond to a site visitor's e-mail
- To confirm orders placed online
- To send information that a visitor has requested
- To respond to a "Tell a Friend" request

• To periodically distribute a newsletter or services update

Occasionally, we may use qualified e-mail lists from third parties to promote our offerings. In all of these situations you will be provided with direction on how to opt out of future e-mails of this nature.

#### WHAT ABOUT CHILDREN AND PRIVACY?

Because of the nature of our business, our web sites are not designed to appeal to children under the age of 13. Therefore, we do not knowingly attempt to solicit or receive any information from children.

#### HOW IS INFORMATION PROTECTED?

We are committed to protecting the information you give us, so we implement the appropriate safeguards to do so. Any information that you give us is protected by a password for added security. Your information is stored in password-protected, limited-access servers. Wherever possible, our servers reside behind a firewall that maintains tight controls on any access to the system from both our internal network and the Internet. Employees are made aware of our privacy policy and are trained on procedures to handle privacy-related concerns.



#### WHO DO I CONTACT WITH QUESTIONS?

Visionem, Inc. 33456 Havlik Drive Scappoose, OR 97056 USA support@visionem.org https://visionem.org 1-503-608-4900 1-800-800-2015