

General Policies

Prices and product availability are subject to change without notice. All specials and promotions are limited by availability.

Payment: Payment in U.S. dollars must be received with any order. The American Payroll Association (APA) does not process orders without payment, nor sell products on a trial basis.

Payment includes total amount of product plus shipping and handling and tax (if applicable). Products will not be shipped until entire payment amount due is received.

Nonsufficient Funds Fee: The fee for returned checks is \$35 and is subject to change at any time.

Processing and Shipping: Please allow 14-21 days from the time you place your order for processing and shipping. Delivery times are not guaranteed, and the actual delivery time will depend on product availability.

Credits on Account (COA): COA are applicable only to APA products and events and are valid for one year from the date of issue.

Tax-Exempt (TE): Educational institutions and other not-for-profit entities are not charged sales taxes on goods purchased if a tax exemption form is filed with APA. Tax exemption forms must be on file with APA before purchasing goods.

Campaign Codes: They can be used during the promotion period stipulated in the communication source. These codes must be redeemed at the time of purchase or must accompany order and payment; only one campaign per order. If you experience issues when using the code, please contact Customer Service. Orders placed on the webstore without the code will not qualify for discounts after the order has been placed.

Events Policies

Event: A Class, Webinar, Webinar on Demand, Conference, Virtual Class (presented in segments over a period of time using an online training center), Virtual Conference, Webinar Series, or Boot Camp (a series of virtual classes held over a period of time).

Registration Fees: Events must be paid in full at least five business days in advance of the start date. Mailed payments must be in U.S. dollars.

Confirmation of Registration: You will receive email confirmation of your registration to include class date and location, if available. If the location is not on the confirmation, check the website. If you have not received confirmation of your registration one week prior to your event, please call APA at the number listed at the bottom of the page to confirm your registration. Events are subject to change or cancellation at any time.

Special Services: Special meals are ordered for those who select them when purchasing the event on ebiz or have indicated them on the registration form sent to APA. Dietary requests made within two weeks from event start date cannot be guaranteed. Special meals are limited to those who selected them and will not be honored on-site.

If you have a disability or require special services, please contact us at least 14 days in advance of the event.

Same-Day Registrants: Participants registering on the day of the in-person program may enroll 15 minutes after all preregistered participants have signed in. If there are insufficient class materials for same-day registrants, the materials will be mailed at the earliest possible date following the event.

Please be aware, some classes are subject to participant limits and only pre-registered participants will be allowed into the classes.

Event Cancellation: Events are subject to cancellation at any time, including due to low attendance. APA reserves the right to limit enrollment to ensure that published objectives are achieved.

Travel Arrangements/Hotel Accommodations: Attendees are responsible for their own travel arrangements to and from events. Room reservations, hotel charges, and parking fees are the responsibility of the attendee.

Travel Insurance: Events are subject to change or cancellation at any time. APA recommends that you consider purchasing travel insurance as APA does not reimburse for air or other travel expenses incurred if an event is changed or canceled.

Locations: Specific locations will be listed on the APA's website, www.americanpayroll.org.

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Schedules: Please refer to the schedule located on our website, www.americanpayroll.org.

Photography and Contact Information Release: By registering for the American Payroll Association's (APA) events, you are granting full permission to the APA to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of your participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use your name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of APA. In addition, by attending or speaking at APA's events, you are granting APA permission to make your contact information available to the event sponsor(s) who may choose to market their products and services to you via email, fax, telephone, mail, or other means.

Attendee Liability and Waiver of Claims: Attendee assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that attendee may experience or incur in connection with attending the Event. Attendee hereby releases, covenants not to sue, discharges, and holds harmless APA, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

Specifically relating to the global COVID-19 pandemic, attendee acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the Event, and that such exposure or infection may result in personal injury, illness, disability, and/or death to attendee. Attendee understands that the risk of becoming exposed to or infected by COVID-19 at the Event may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, attendee understands and agrees that this release includes any claims based on the actions, omissions, or negligence of APA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Event.

In addition to all other rules and regulations relating to the attendee's attendance at the Event, attendee agrees

to comply with all COVID-related procedures that may be implemented by APA and the Event venue, including, but not limited to, providing proof of full COVID-19 vaccination or negative COVID-19 test, mask-wearing and social distancing requirements, and restrictions on certain activities that carry higher COVID-19 related risk, in order to protect as much as possible the health and safety of all Event attendees.

For information about our current Health and Safety Procedures and requirements, please visit www.americanpayroll.org/health-and-safety

APA reserves the right to remove an attendee without warning or refund if the attendee is found to have provided fraudulent information regarding their vaccine or negative COVID-19 test status, or not to be in compliance with the Health and Safety Procedures. This includes instances where an attendee knowingly shares their name badge with another person to gain entry to the event. In such an occurrence, both the attendee and the person fraudulently using the attendee's credentials will be removed. APA reserves the right to prohibit attendance at any future meeting based on an attendee's action(s) and non-compliance with the event policies.

Event Registration Changes

A **transfer** is a request to change the location, date, or delivery method of your event. A **substitution** is a request to replace the registered individual with a different attendee.

Transfers/Substitutions

In-Person Events: A \$55 administrative fee will be assessed for each transfer and/or substitution. Some restrictions may apply.

Each transfer and/or substitution will require completion of a [Transfer/Substitution Form](#) and will be assessed the fee. The substitute may also be charged the difference in price if the substitute's member status is different from that of the original registrant. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

A transfer fee will apply if the incorrect location or date is selected by the customer. Please verify that you select the correct location and date to avoid transfer fees.

Webinars and Webinars On Demand: A \$55 administrative fee will be assessed for each transfer and/or substitution. Transfers or substitutions will not be honored the day of the program, after the program begins, or if the program license has been activated. No exceptions.

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Each transfer and/or substitution will require completion of a [Transfer/Substitution Form](#) and will be assessed the fee. The substitute may also be charged the difference in price if the substitute's member status is different from that of the original registrant. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

A transfer fee will apply if the incorrect date was selected by the customer. Please verify that you select the correct date to avoid transfer fees.

Cancellations/Refunds

Refunds that are approved will be made in the original form of payment. Neither refunds nor COA will be given for no-shows. No exceptions.

Refunds on taxes for TE entities will not be honored after the purchase if the tax exemption form has not been filed with the APA.

In-Person Events: Written requests received at least seven business days prior – full refund; four to six business days prior – refund less a \$50 service charge; fewer than four business days prior – a credit will be issued less a \$100 service charge. Credits are applicable only to future APA educational programs and are valid for one year from the date of issue. Cancellations/Refunds will not be honored the day of the program, after the program begins, or if the program license has been activated. Neither refunds nor COA will be given for no-shows. No exceptions.

Webinars and Webinars On Demand: Cancellation/Refunds will not be honored the day of the program, after the program begins, or if the program license has been activated. Neither refunds nor COA will be given for no-shows. No exceptions. Refunds on taxes for Tax-Exempt entities will not be honored after the purchase if the Tax-Exempt form has not been filed with the APA.

Boot Camps: Cancellations/Refunds will not be honored the day of the program, after the program begins, or if the program license has been activated. Neither refunds nor COA will be given for no-shows. No exceptions. If the third-party license has been activated, the refund will be less a \$500 cancellation fee.

Virtual Class Series: Cancellations/Refunds will not be honored the day of the program, or if the program license has been activated. Neither refunds nor COA will be given for no-shows. No exceptions.

Virtual Conferences (excludes Congress Xstream): You may substitute another colleague. Each substitution will require completion of a [Transfer/Substitution Form](#) and will be assessed a \$55 administrative fee. The substitute may also be charged the difference in price if the substitute's member status is different from that of the original registrant. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

Transfers or substitutions will not be honored the day of the program, after the program begins, or if the program license has been activated.

Written requests received at least a month prior – full refund; four to six business days prior – credit less a \$50 service charge; fewer than four business days prior – credit less a \$100 service charge. COA are applicable only to future APA educational programs and are good for one year from issue date. No exceptions.

Cancellations/Refunds will not be honored the day of the program, after the program begins, or if the program license has been activated. Neither refunds nor COA will be given for no-shows. No exceptions.

Congress Xstream: If Congress Xstream is presented and has bonus events, registration must be received prior to the bonus events in-order to receive any credits.

APA cannot guarantee arrival of the Congress Xstream premiums before the start of the event.

Confirmation of shipping address should be made at time of registration.

If the address provided is incorrect or insufficient and undeliverable, APA will not reship any premiums.

If the recipient's shipping address has changed, APA will not be able to change the shipping address after the premiums have shipped.

Items will not be reshipped to the new address. The Congress Xstream premiums will only be shipped within continental USA.

Substitutions/Transfers: You may substitute another colleague prior to the event. Each substitution will require completion of a substitution form and will be assessed a \$55 administrative fee. The substitute may also be charged the difference in price if the

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substitute's member status is different from that of the original registrant. The date the substitution is processed will determine items to be received. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

Transfers or substitutions will not be honored the day of the program, after the program begins, or if the program license has been activated.

Cancellations/Credits on Account: Congress Xstream registrations are only eligible for COA. COA will not be given if any of the sessions associated with Congress Xstream have been viewed.

If you are unable to attend and cannot find a substitute, notify us in writing one month prior to the event, and you will be issued a COA to your APA account less a \$50 cancellation fee; four to six business days prior – COA less a \$100 cancellation fee; fewer than four business days prior – a COA will be issued less a \$150 cancellation fee. Credit is good for one year from date of issue; no exceptions will be made to this policy.

Cancellations will not be honored the day of the program, after the program begins, or if the program license has been activated. COA will not be given for no-shows. No exceptions.

Payroll Congress: APA cannot honor cancellations or refunds for Congress registrations. However, you may substitute another member or colleague.

Each substitution will require completion of a substitution form and will be assessed a \$55 administrative fee. The substitute may also be charged the difference in price if the substitute's member status is different from that of the original registrant. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

If you are unable to attend and cannot find a substitute, notify us in writing one month prior to the event, and you will be issued a credit to your APA account for another APA sponsored meeting less a \$150 cancellation fee. This credit is good for one year from date of issue; no exceptions will be made to this policy. Program format and delivery method subject to change.

Special Services

If you require special services, please call Customer Service at (210) 224-6406, M-F, 7 a.m. – 5 p.m. CT, at least 21 days in advance of your event.

Learning Center Classes Cancellations and Refunds Policies

Las Vegas Learning Center Classes are under the jurisdiction of the Nevada Commission on Postsecondary Education, 2800 East St. Louise Avenue, Las Vegas, NV 89104.

As such, registrations have different requirements.

(1) Refund computations will be based on the course time expressed in clock hours. (2) The effective date of termination for refund purposes will be the earliest of the following: (a) the last date of attendance; or (b) the date of receipt of written notice from the student. (3) If tuition and fees are collected in advance, \$150 shall be retained by the API Fund for Payroll Education, Inc./Payroll Learning Center. (4) If the student fails to enter the course, withdraws, or the course is discontinued at any time before completion, the student will be refunded the pro rata portion of tuition, fees, and other charges that the number of class hours remaining in the course after the effective date of termination bears to the total number of class hours in the course. (5) A full refund of all tuition and fees is due in each of the following cases: (a) if an enrollee is not accepted by the school; (b) if the course of instruction is discontinued by the school and this prevents the student from completing the course; or (c) if the student's enrollment was procured as a result of any misrepresentation in advertising or promotional materials of the school, or misrepresentations by the owner or representative of the school. (6) Refunds will be totally consummated within 15 days after the effective date of termination.

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder.

Students with unresolved problems with the Las Vegas Learning Center may contact the Nevada Commission on Postsecondary Education.

San Antonio Learning Center Classes fall under the general policies related to Refunds, Cancellations, and Substitutions.

Refund Policy for Students Called to Active Military Service:

A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled: (1) if tuition and fees are collected in

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advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal; (2) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or (3) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has: (a) satisfactorily completed at least 90 percent of the required coursework for the program; and (b) demonstrated sufficient mastery of the program material to receive credit for completing the program.

Merchandise Policies

Merchandise is printed on demand, therefore refunds and exchanges cannot be honored.

Fulfillment

Please allow 14-21 business days from the time you place your order for printing and shipping of merchandise. Delivery times are not guaranteed, and the actual delivery time will depend on product availability. All APA merchandise is printed on-demand when ordered, which may cause some delays. Expedited shipping is discouraged because of production and fulfillment times.

Claims

Any claims for misprinted/damaged/defective item(s) must be submitted to APA within three weeks after the product has been received.

For packages lost in transit, all claims must be reported to APA no later than three weeks after the estimated delivery date. If you provide an address and it is deemed insufficient by the courier, the shipment will be returned to the distributor.

You will be liable for reshipment costs once we have confirmed an updated address with you (if applicable).

If the recipient's shipping address has changed, APA will not be able to change the shipping address after the item has printed and shipped.

Certification

Earning Education Credits: RCHs, CEUs, and CPE Credits
Recertification Credit Hours (RCHs) are available for conferences, classes, webinars, webinars on demand, virtual classes and virtual conferences based on participation.

Continuing Professional Education (CPE) credits for Certified Public Accountants (CPAs) are available for live conferences, classes, webinars, and virtual classes based on participation as required by the National Association of State Boards of Accountancy (NASBA). CPE credits are not available for webinars on demand.

Education Credits are only available to the person who has registered and paid for the event and has met participation requirements.

CPE Complaint Resolution Policy

APA will make every effort to resolve complaints regarding NASBA compliance within a reasonable amount of time and in a confidential manner. A formal complaint must be submitted in writing and must set forth a statement of the facts and the specific remedy sought. Submit CPE complaints to: American Payroll Association, Attn: Certification, 660 North Main Avenue, Suite 100, San Antonio, TX 78205-1217. Certification: (210) 226-4600.

Certification Testing Policies

Absence/Lateness Policy: Candidates unable to attend a scheduled examination may be excused for one of the following reasons: illness (yours, or that of an immediate family member), death in the immediate family, disabling traffic accident, court appearance or jury duty, military duty, or a weather emergency.

Candidates must submit written verification and supporting documentation for excused absences to Pearson VUE **within 14 calendar days** of the original examination date. If candidates are otherwise absent from or late to an examination and have not provided proper notice (see Change/Cancel Policy), candidates will forfeit the **entire examination fee**. Written verification and supporting documentation can be sent by email to pearsonvuecustomerservice@pearson.com, fax to (952) 516-5557, or U.S. Mail:

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**Pearson VUE/Certification Examination for
Payroll Professionals**
Attn: Event Program Coordinator
5601 Green Valley Dr.
Bloomington, MN 55437

Change/Cancel Policy

Do NOT contact Pearson VUE's local testing center. All candidates must telephone Pearson VUE or go to www.pearsonvue.com/apa at least 96 hours before the scheduled examination date to change or cancel a reservation. Changed reservations with proper notice may be transferred to a new reservation (within the current testing window for the Northern Americas region). **Candidates will forfeit the entire examination fee and be considered a no-show if the change or cancel request is received less than 96 hours from the exam reservation date and time.**

Candidates who cancel an exam at least 96 hours and up to 30 days before their exam reservation will incur a nonrefundable cancellation fee of \$50, paid to Pearson VUE. Cancellations that occur more than 30 calendar days prior to an exam reservation are not subject to additional fees. Please note that there is no fee to change a reservation during this same period.

The Pearson VUE chat option on the Pearson VUE website cannot be used to reschedule or cancel an exam.

Refunds

Fill out the [Exam Cancellation/Refund Form](#) and email to customerservice@americanpayroll.org. If the exam had been scheduled and then canceled, be sure to provide the receipt showing the paid fee to Pearson Vue.

Refunds that are approved will be made in the original form of payment. Please allow 4-6 weeks for refunds by check.

Retaking the Exam

Northern Americas Region: Candidates may retake the FPC or CPP Examination as often as necessary, but only once in each testing window at a Pearson VUE testing center. For example, those who fail an examination in Spring must wait until Fall to retest. To retake the examination, you must pay for a new exam at www.americanpayroll.org/educationcertification/certification/overview before making a new exam reservation.

Candidates have the option to obtain additional training at one APA's Learning Centers by completing APA's Foundations of Payroll Certificate Program (Payroll 101) or Payroll Administration Certificate Program (Payroll 201) and then

retake the exam before the next testing window. To register for this course and retake the exam, visit the APA website, www.americanpayroll.org. Candidates who have failed the FPC or CPP examination at an APA Learning Center are eligible to retake the examination at a Pearson Vue Testing Center during the current or a future testing window. A candidate may only take the FPC or CPP exam twice during an exam year.

EMEA, APAC, Southern Americas, and Military:

Candidates may retake the FPC or CPP Examination six months following the date of the most recent exam date. This restriction is in place to allow candidates ample time to pursue additional study/training in preparation to retake the examination. To retake the examination you must pay for a new exam at www.americanpayroll.org/educationcertification/certification/overview before making a new exam reservation, in addition to meeting all eligibility requirements.

Publication, ebook, and Subscription Policies

Publications are APA's printed books. eBooks are APA's PDF-based publications. Subscriptions are one year of access to an electronic product, among other APA products shown here on the APA Bookshelf, <https://bookshelf.americanpayroll.org>.

Bookshelf product subscriptions that are renewed by the expiration date receive a 15% discount (does not apply to multi-user subscriptions or Holmes products). No exceptions.

Subscription Multi-User Licenses: All codes are good for one year from date of purchase. The code MUST be redeemed within 15 days of purchase for a full year of access. Once licenses are purchased, they cannot be refunded.

Processing and Shipping

Please allow 14 to 21 days from the time you place your order for processing and shipping of APA publications. Delivery times are not guaranteed and the actual delivery time will depend on product availability.

Should you order a product in advance of the production date, you may submit a written request for a full refund, provided the APA has not already shipped the product.

Please note: Orders are processed on the next business day regardless of the shipping method selected. Expedited shipping is discouraged because of production and fulfillment times.

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Cancellations/Refunds

Approved refunds will be made in the original form of payment.

Refunds on taxes for TE entities will not be honored after the purchase if the tax exemption form has not been filed with the APA.

Printed Publications: APA will accept the return of current edition unopened products in saleable condition. Authorization for returns must be obtained prior to returning any item by calling APA Customer Service. Return shipment must be at your own expense. Refunds equal to the cost of the product less a \$30 administrative fee will be issued upon receipt of the returned item(s) in saleable condition. Refunds on taxes for Tax-Exempt entities will not be honored after the purchase if the Tax-Exempt form has not been filed with the APA.

eBook Products: Cancellations or refunds will not be honored once the eBook instructions have been sent to the customer or if the license has been activated. Refunds on taxes for Tax-Exempt entities will not be honored after the purchase if the Tax-Exempt form has not been filed with the APA.

Subscription Products: Cancellations or refunds will not be honored. Refunds on taxes for Tax-Exempt entities will not be honored after the purchase if the Tax-Exempt form has not been filed with the APA.

Subscription Multi-User Licenses: Each user must activate their subscription within 15 days of purchase. All codes not redeemed within 15 days will only be processed for the time left from the date of purchase.

Substitutions/Transfer

A \$55 administrative fee will be assessed for each transfer and/ or substitution for APA printed publications, eBook products, and subscription products. Each transfer and/ or substitution will require completion of a transfer/substitution form and will be assessed the fee. The substitute may also be charged the difference in price if the substitute's member status is different from that of the original registrant. Fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org. A transfer fee will apply if the incorrect title or year of the publication, eBook, or subscription was selected by the customer.

Printed publications: A substitution/transfer can only occur before the publication has been shipped. Authorization for substitutions/transfers must be obtained by calling

APA Customer Service. After the authorization has been received, fill out the [Transfer/Substitution Form](#) and email to customerservice@americanpayroll.org.

eBook products: A substitution/transfer may only occur before the eBook instructions have been sent to the customer and/or before the license has been activated. No exceptions.

Subscription products: A substitution/transfer may occur before the subscription instructions have been delivered and/ or before the license has been activated. No exceptions.

If a substitution is requested after the subscription period has begun, only the remaining balance of the subscription will be available to the substitute. No exceptions.

Membership Dues/Enrollment Fee Policies

Membership in the APA is annual and is per individual. Company memberships do not exist at this time. Go to www.americanpayroll.org to see the current cost. There is a one-time enrollment fee of \$35. If your membership lapses over 90 days, you will incur the reinstatement fee of \$35.

Membership officially begins when payment is processed. Dues are subject to change at any time.

Substitutions

If a substitution is requested after the period has begun, only the remaining balance of the membership will be available to the substitute. APA Customer Service must be contacted and substitution must be approved. The customer must fill out the form that may be obtained from Customer Service.

Cancellations/Refunds

Refunds will not be issued for canceled memberships.

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Customers are expected to report suspected violations. No person who reports a suspected violation, who acts in good faith, will suffer adverse consequences for making the report. Reports may be made by email to: IP@americanpayroll.org.

All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. Corrective actions may include the cancellation of a customer's subscription to the APA Bookshelf, without a refund.

Notice

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