

Policies & Procedures

Policies are subject to change without prior notice.

PLEASE READ THIS AGREEMENT (“Agreement”) CAREFULLY PRIOR TO PLACING AN ORDER, ENROLLING IN A WORKSHOP, COURSE OR MEMBERSHIP WITH THE NATIONAL EXERCISE SPORTS TRAINERS ASSOCIATION (“NESTA”). THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND NESTA. BY CLICKING THE “COMPLETE ORDER” BUTTON, OR BY ORDERING, ENROLLING IN A WORKSHOP, COURSE OR MEMBERSHIP WITH NESTA, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT CLICK “COMPLETE ORDER” AND DO NOT COMPLETE OR PLACE THE ORDER.

Shipping Fees

The fees listed below are estimated shipping fees. Additional shipping fees may apply depending on destination and final weight of the package.

PLEASE REFER TO THE SHIPPING TABLE LOCATED AT
WWW.NESTACERTIFIED.COM/POLICES.HTML

If you require expedited shipping please call our offices at 877-348-6692 for a shipping quote and expected delivery timeframe.

Delivery of NESTA Materials

We ship all NESTA developed home study programs via UPS and USPS within the Continental U.S. All international orders including Canada are shipped Global Express Mail. We use the carrier of our choice and delivery times cannot be guaranteed. See the chart below for estimated delivery time frames for U.S and other countries around the world.

PLEASE REFER TO THE DELIVERY TABLE LOCATED AT
WWW.NESTACERTIFIED.COM/POLICES.HTML

If you require expedited shipping please call our offices at 877-348-6692 for a shipping quote and expected delivery timeframe.

Your order may arrive sooner than what is listed above. Delivery time frames are dependent on the carrier, final destination and customs, if any. NESTA is not responsible for non-delivery of items once it has left our facilities. All shipping charges are non-refundable.

Some countries have frequent shipping flights and smooth trade relations with the US. Customers from these countries will receive their packages quickly. Other countries have less frequent shipping flights and may be subjected to more inspections. Shipping times to these countries can be significantly longer. Some areas of the world have slow postal service. Customers in these countries may be subjected to a long wait.

All shipping charges are non-refundable.

Duties, Taxes, Customs & Surcharges

International customers will be responsible for all customs, duties, and tax charges, which may vary from country to country. You may also be subject to a surcharge by the courier for the handling of your order through customs and/or for addresses outside of their standard delivery area. We have no control over these charges and they are not included in our Product or Shipping and Handling fees. Orders that have already shipped from our warehouse cannot be

canceled. We cannot accommodate requests for credit on orders that have been refused by the recipient or are undeliverable because of an incorrect address. NESTA is not responsible for non-delivery of items once it has left our facilities. All shipping charges are non-refundable.

Shipping Operations

Orders are shipped Monday through Thursday excluding major holidays. All orders placed after 12:00 PM PST, will ship out the following business day or you will be notified within five (5) business days of any delay in shipment. Keep in mind that delivery time does not include order-processing time. Orders that have already shipped from our warehouse cannot be canceled. We cannot accommodate requests for credit on orders that have been refused by the recipient or are undeliverable because of an incorrect address.

Test Results

NESTA Written Exams - all home study results are only given by e-mail. Please do not call to see if we have received your materials. We will send an e-mail when we receive your grading materials. Calling or sending your materials overnight or expedited will not expedite the grading or certification process.

NESTA Proctored Exams - all proctored exams results are immediately given after completing the exam. Student exam questions and answers are not provided once the exam has been taken. Only a final grade is provided. Once the results are in the NESTA system (within 3-5 business days) the student will be notified by email of their next steps.

Grading

Grading takes place once per week. Exams are graded in the order received and may take up to five weeks or less to grade.

Certification Exam Procedures and Policies

PLEASE REFER TO WWW.NESTAPFT.COM/PFT-EXAM-REQUIREMENTS.HTML for detailed information on the (PFT) Personal Fitness Trainer Certification exam details. All testing fees are non-refundable.

Return Policy

If you decide not to continue with a NESTA developed home study program(s), you may return our course materials within 30 days of purchase. If you have had your course materials more than 30 days, or if you have taken the exam and have passed or failed, or received a certificate there is no refund. All sales are final after 30 days from the purchase date.

Regardless of the condition (opened, unopened or damaged) of the program(s) a 10% reprocessing fee applies to all returns. This fee is calculated on the cost of the course material(s) only. A Return Authorization Number is required prior to returning any program within 30 days of purchase. (Please see Return Authorization Information below).

- Exam/retest fees are non-refundable.
- Shipping fees are non-refundable.
- Clothing is non-refundable.
- Polar Watches are non-refundable whether purchased separately or in a bundled program.

2009 Workshop Transfer Policy

The workshop must be of same topic and occur within 6 months of original enrollment.

The current registrant may transfer from an enrolled workshop into a future workshop one time without a charge by providing written notice (email) within 7 business days of the scheduled workshop.

The second (or any subsequent) transfer(s) will cost \$25 if paid no later than two weeks prior to the workshop date.

The second (or any subsequent) transfer(s) will cost an additional \$25 if paid within the two weeks before the workshop date (i.e., \$50 for second transfer).

2009 Workshop Cancellation Policy

Cancellations must be made 7 days prior to the beginning of the scheduled workshop in order to receive a full refund.

If the current registrant decides to cancel the workshop within 6 business days of the workshop date or is a no-show all together, there is no refund.

Return Authorization Information

All returns must include our assigned Return Merchandise Authorization Number (RMA#). We will not accept any returned program without our RMA#. The program will be returned.

You can obtain RMA # by completing our online RMA request form.

We will process your request within 48-72 business hours upon receiving your request and you will ONLY be notified by e-mail of the next steps. You will NOT be contacted by phone.

NESTA reserves the right to refuse an RMA or to issue only one RMA per returned program. If you do not request an RMA number we will not accept the returned item.

Polar Manufacturer's Warranty

The original purchaser of this heart rate monitor is backed by a limited warranty that states that this product will be free from defects in material or workmanship for two years from the date of purchase.

Note: Polar heart rate monitors are precision instruments; consumers are not advised to change their own battery. Polar recommends that all service be done by an authorized Polar Service Center which will include a warranty for 90 days on repairs and 6 months for batteries.

Payment Methods

All courses must be prepaid in full prior to shipment. No personal checks, C.O.D's or purchase orders are accepted. We do accept money orders and bank checks. We accept MasterCard, Visa, Debit Cards, Discover, American Express & Company Checks. NESTA does not offer payment plans, payment is due in full prior to shipment.

Shop online with confidence with the American Express® Card! When you use the Card for online purchases, our Online Fraud Protection Guarantee means you will not be held responsible for any unauthorized charges.

Ordering

You may order secure online 24 hours a day! You will receive all the material and benefits shown for that program when you place your order. Program materials will be sent after check has

cleared. Credit card orders will be processed immediately. Any fraudulent use of a credit card is punishable to the fullest extent of the law.

Sorry, there are no exchanges of programs once a program is sent!.

Packaging Errors

If material(s) are missing from your shipment, NESTA cover any expenses involved with making the order correct. You must notify our customer service department within 30 days upon the receipt of your order.

Videos, CDs, equipment, and products that are damaged during shipping from our warehouse will be replaced but you must notify our customer service department within 30 days upon the receipt of your order. Requests for replacements parts must be made within the initial 30 days upon receiving your order. Requests made after 30 days will incur shipping fees. NESTA cannot replace programs that are no longer in production or have been discontinued.

Program Transfers

Students may transfer a purchased educational program to another person as long as the exam has not been completed and/or the student has NOT received a certificate. All program transfers must be submitted in writing to NESTA, along with the new student's name and contact information and signature from the student who originally purchased the program. Transfers will not be acknowledged or accepted without prior written notice. Please send your request by mail, attention: NESTA Customer Service Dept, 30245 Tomas, Rancho Santa Margarita CA 92688.

Privacy Policy

NESTA will not release student information to anyone. Limited student information such as program or product purchase, contact, exam score(s) and certification information is stored in NESTA's database used for employer certification verification. NESTA will not discuss a student's account with anyone other than the student unless the student provides permission in writing. Students can opt-out and keep their records sealed at anytime. Please send your request by mail, attention: NESTA Opt-Out Division, 30245 Tomas, Rancho Santa Margarita CA 92688.

Periodically, we will distribute an email or direct mail to let you know about local workshops, new programs, and special announcements.

Disputing Marks

You have up to three weeks after you return your distance learning course material for grading to dispute any portion. After that point, all grades are final.

Graduates

We cannot guarantee employment at any particular facility after course completion. Look where some of our graduates are working now.

Limitation of Liability

Under no circumstances shall NESTA be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of the information provided in our business development programs, educational products, or consulting services.

For purposes of this section, NESTA shall include the National Exercise & Sports Trainers Association, and its divisions, subsidiaries, successors, parent companies, and their employees, contractors, partners, principals, agents, and representatives, and any third-party providers or sources of information or data.

When you order any NESTA (or NESTA affiliate) educational or business program, you accept and agree to adhere to the NESTA Code of Ethics. You hereby certify that the information given to NESTA is true, complete and correct. You further understand if any of this information is later determined to be false, NESTA reserves the right to revoke any certification (or certificate) that has been granted on the basis hereof. You further understand that NESTA certification does not certify or in any way guarantee the quality of your work as an NESTA-certified professional. You therefore agree to indemnify and hold harmless NESTA, its officers, directors and staff from any claims due to negligence, omission or faulty advice that I may give to clients as a NESTA-certified professional. I understand that NESTA is not responsible for any actions or damages from any person arising out of my work as an NESTA-certified professional.

The logo for NESTA, featuring the word "NESTA" in a bold, sans-serif font. The letters are light gray and have a stylized, blocky appearance. Each letter has a small white dot at the bottom center, giving it a modern, industrial feel.