

Terms and Conditions

Effective Date: April 2026

Welcome to The Fiduciary Institute. These Terms and Conditions (“Terms”) govern your use of our website at thefiduciaryinstitute.com and our learning platform at learn.thefiduciaryinstitute.com (hosted by Thinkific), collectively referred to as the “Platform.” By accessing or using the Platform, including enrolling in any course or program, you agree to be bound by these Terms. Please read them carefully.

1. Acceptance of Terms

By accessing or using the Platform, creating an account, or enrolling in a course, you agree to comply with and be legally bound by these Terms and all applicable laws and regulations. If you do not agree, please do not use the Platform.

2. Use of the Platform

You may use the Platform only for lawful purposes. You agree not to:

- Violate any applicable laws or regulations.
- Infringe upon the intellectual property rights of The Fiduciary Institute or others.
- Upload or transmit viruses, malware, or harmful code.
- Attempt to gain unauthorized access to any portion of the Platform.
- Share, distribute, or resell course content or materials obtained through the Platform.
- Use automated tools, bots, or scripts to access Platform content.

3. Intellectual Property

All content on the Platform, including text, graphics, logos, images, videos, course materials, toolkits, frameworks, and other materials, is the property of The Fiduciary Institute or its licensors and is protected by copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, or create derivative works from our content without prior written consent. Course enrollment grants you a limited, non-transferable, non-exclusive license to access and view course content for your personal professional development only.

4. Educational Content and Services

The Fiduciary Institute provides educational resources, training, and related materials.

- These materials are for informational and educational purposes only.
- They do not constitute legal, financial, or professional advice.
- Participation in our courses or use of our materials does not create any fiduciary, client, or professional relationship between you and The Fiduciary Institute or its founder.

- Course content reflects general principles and practices and may not address the specific requirements of your jurisdiction. You are responsible for verifying applicability to your situation.

5. Accounts and Registration

When you create an account on our Platform:

- You are responsible for maintaining the confidentiality of your login credentials.
- You agree to provide accurate and complete registration information.
- You agree to notify us immediately if you suspect unauthorized use of your account.
- We reserve the right to suspend or terminate accounts that violate these Terms.

Your account on learn.thefiduciaryinstitute.com is hosted by Thinkific and is subject to their terms of service in addition to these Terms.

6. Payments and Refunds

- You agree to provide accurate payment information at the time of enrollment.
- All payments are processed through secure third-party payment providers via the Thinkific platform.
- Refunds are subject to our Refund Policy, which is available for review during enrollment and on the Platform.

7. Third-Party Platforms and Links

Our courses are hosted on Thinkific, a third-party learning management system. Your use of the learning platform is also subject to Thinkific's terms of service and privacy policy.

The Platform may contain links to other third-party websites. These links are provided for convenience only. We do not endorse or assume responsibility for the content, policies, or practices of any third-party sites.

8. Limitation of Liability

To the fullest extent permitted by law, The Fiduciary Institute is not liable for any direct, indirect, incidental, consequential, or punitive damages arising from:

- Your use or inability to use the Platform.
- Reliance on information provided on the Platform.
- Unauthorized access to or use of our servers or data.
- Any interruption, error, or delay in the Platform or course content.
- Actions taken based on course content without independent professional verification.

9. Indemnification

You agree to indemnify, defend, and hold harmless The Fiduciary Institute, its affiliates, and employees from any claims, liabilities, damages, losses, or expenses (including attorneys' fees) arising out of your use of the Platform or violation of these Terms.

10. Privacy

Your use of the Platform is also governed by our Privacy Policy, which explains how we collect, use, and protect your personal data. By using the Platform, you consent to the data practices described in our Privacy Policy.

11. Changes to Terms

We reserve the right to modify these Terms at any time. Updates will be posted on this page with a revised effective date. Your continued use of the Platform after changes are posted constitutes acceptance of the updated Terms.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any disputes arising under these Terms shall be resolved in the state or federal courts located in Multnomah County, Oregon.

13. Contact Us

If you have questions about these Terms, please contact us:

Email: info@thefiduciaryinstitute.com

Phone: 503-389-0510

Mailing Address: 10940 SW Barnes Rd. #139, Portland, Oregon 97225