

Terms and Conditions – Globeron Agreement for courses and education materials

The following terms apply to

- 1) enrollment in classes offered by Globeron, and
- 2) orders for Globeron's education materials.

These terms, along with any applicable license agreement, are the complete agreement between us regarding the courses or education materials we provide and replace any prior oral or written communications between us. Attendance at a class or your use of any education materials constitutes your agreement to these terms and conditions.

Occasionally, we have offerings with additional or different terms and conditions. If so, we will provide those terms and conditions to you. For example, conference terms and conditions are outlined in the conference registration section or in the conference brochure for the event.

Training Services

The contents of each Globeron Authorized Training Center course are outlined in the training course descriptions (see www.globeron.com/certification or www.globeron.com/courses). However, Globeron reserves the right to adjust the catalog of any course at its sole discretion and without notice.

Courses and education materials

We list our generally available courses and education materials in various Globeron Course Certification Catalogs which we publish from time to time. We may add or withdraw courses and education materials at any time without notice.

Accommodations for students with disabilities

Globeron training locations are accessible for students with disabilities. If reasonable accommodations are required for an individual with a disability, please advise Globeron of the accommodations in advance.

Prices and payment

Prices for public classes will be those in effect on the date the class begins. Prices include the use of required education materials and machines. They do not include taxes or student travel and living expenses. Globeron reserves the right to increase prices at any time without prior notification.

Prices for private or on-site classes will be established based on your requirements. Additional charges may apply, such as instructor travel and living expenses, facilities, and remote lab support.

You agree to pay amounts due, including applicable taxes and any late payment fees, as we specify in the invoice. Conference cancellation charges will be specified on the conference website or in the conference brochure for the event.

Scheduling classes

We will specify the dates of public classes. Private or on-site classes will be scheduled by mutual agreement. If the number of registered students is not adequate to justify the cost of presenting the course prior to the scheduled start date, the course will be cancelled and rescheduled at a later date. All registered students will be notified immediately of any course cancellations. If a course is cancelled by Globeron, registered students will be given the option to register in a future course or to receive a full tuition refund.

If, where notice has not been given but Globeron is not able to start to continue a course as scheduled due to illness or unavoidable absence of the Globeron instructor, or for any reason beyond Globeron's reasonable control, Globeron will attempt to remedy the situation by either rescheduling the course or refunding tuition.

Cancellation charges

You will be charged the full price of a public class if you do not cancel or reschedule your enrollment at least seven calendar days prior to the scheduled start date or if you do not show up for the class. However, you may cancel your class enrollment at any time within the three days following your initial or any rescheduled enrollment date without charge.

If you cancel a private or on-site class within seven calendar days prior to the scheduled start date you will be billed the full price of the class; if you cancel between eight and fifteen calendar days prior to the scheduled start date you will be billed 25% of the full price; and if you cancel between sixteen and twenty-one calendar days prior to the scheduled start date you will be billed 10% of the full price. Cancellation of a private or on-site class more than twenty-one calendar days prior to the scheduled start date may be made without charge.

Conference cancellation charges will be specified in the conference brochure for the event.

Limitation of liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, except for the payments referred to in our patent and copyright terms described above, we are liable only for the charges for the class or education material that is the subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which we are collectively responsible.

Items for which we are not liable

Under no circumstances are we or our subcontractors liable for any of the following:

1. third-party claims against you for losses or damages
2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

License

Any machine readable education materials that we provide to you will be subject to the terms and conditions of a license agreement. We will inform you of the applicable agreement.

Warranty

THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE CONTAINED HEREIN OR IN ANY APPLICABLE LICENSE AGREEMENT. THERE ARE NO IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

Changes to this agreement

We may modify these terms and conditions on written notice. The modified terms and conditions will apply to your enrollment or order unless you cancel such enrollment or order prior to the effective date. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms and conditions in any order or communication from you are void.

General

- You agree not to copy our copyrighted material without our prior written consent.
- You agree not to use recording equipment in our classes without our prior written consent. You agree not to use our trademarks, trade names, or other designations in any promotion or publication without our prior written consent.
- You agree not to assign, or otherwise transfer your rights under this Agreement without our prior written consent. Any attempt to do so is void.
- Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.
- Neither of us will bring a legal action (under this Agreement) more than two years after the cause of action arose.
- Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.
- The laws of Singapore govern this Agreement.