

<p>Terms of Use and Definitions</p>	<p>By ordering or registering for a <b>CertPower</b> course or training session (named the "<b>Services</b>"), you agree that you or your company (also referred to as "<b>Enrollee/Client</b>") will comply with the terms and conditions below (the "<b>Terms of Use</b>"). For corporate clients: you further represent that you are authorized to bind your company to these Terms of Use and that your company understands and agrees to these Terms of Use. Please carefully read these Terms of Use before registering for the Services.</p>
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<p>Disclaimer</p>	<p>CertPower is a certification training center; information presented and delivered are sourced from industry-standard and established body of facts, knowledge and practices. Even as such, CertPower <b>makes no warranties whatsoever</b>, expressed or implied, with regard to the services, the instructional materials, and the content being delivered thereof. CertPower explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, CertPower will NOT be liable for any special, incidental, punitive, indirect or consequential damages (including without limitation, lost profits), even if informed of the possibility thereof in advance.</p>
<p>Miscellaneous</p>	<p>These Terms of Use are the complete agreement between CertPower and Client/Enrollee with respect to the Services and supersede any other communication with respect thereto. Any purchase order or similar document that may be issued by the Client in connection with these Terms of Use does not modify these Terms of Use. No modification of these Terms of Use will be effective unless it is in writing, is signed by each party, and expressly provides that it amends these Terms of Use. If Customer has signed a separate services agreement with CertPower, and if there is a conflict between the terms and conditions of the signed services agreement and these Terms of Use, then the terms and conditions of these Terms of Use shall govern with respect to the Services hereunder. These Terms of Use are governed by the laws of the jurisdiction (e.g., country, province or state) in which the CertPower is domiciled (the "Applicable Jurisdiction"), excluding conflict of laws and provisions. Any and all disputes arising in connection with these Terms of Use or any Services performed hereunder shall be exclusively brought before a court located within the Applicable Jurisdiction. The parties acknowledge that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect and, to the extent possible, the unenforceable provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. These Terms of Use are subject to change by CertPower at any time, provided that the Terms of Use in place as of the time of your purchase of Services shall apply to such Services.</p>

# Course Enrollment

## Terms, Policies and Conditions

(Continued)

### Course/Training Session Enrollment Procedure

Training schedules and fees for the various certification courses offered are updated and posted on the website, [www.CertPower.com](http://www.CertPower.com). The website also directs prospective clients/enrollees to the two (2) main payment options:

- (1). **Via Invoice:** Method where client sends CertPower their name and email address; client will then receive an Invoice with detailed instructions and a payment link to a secured web page form, where the client can fill-in their credit/debit card details. CertPower sends a payment receipt to client via email after successful payment transaction.
- (2). **Via Direct Payment:** Method where client enters credit/debit card details directly onto a dialog box. A receipt is sent to the client's email after a successful transaction.

Both methods of payments are secure and private. CertPower utilizes reputable companies (**Flint.com** and **Paylinedata.com**) as its online payment processor. CertPower upholds client confidentiality and privacy, and will NOT store any credit/debit card information.

In cases where online payment processing is suspended, checks will be accepted. Also, credit/debit card payments can be processed onsite/at the training venue.

The course fee posted on the website covers the instructor's professional fee, as well as all instructional materials used and distributed in the training session. It does not cover examination vouchers; however, CertPower extends any voucher discount it receives from the vendor to its clients/enrollees.

Sessions conducted at a venue chosen by CertPower requires a minimum of five (5) confirmed enrollees. CertPower reserves the right to reschedule a class (and update the website posting) if there is less than five (5) enrollees. CertPower will inform prospective enrollees of a class' current census to avoid inadvertent rescheduling and inconvenience.

Sessions conducted at a venue chosen by a corporate client are waived the minimum enrollee requirement. However, trainer's travel and hotel costs are to be shouldered by the corporate client if the client's site requires such accommodations.

### Cancellation, Rescheduling and Refunds

#### On Cancellations and Refunds

**For cancellations made by CertPower:** If for any reason a class needs to be cancelled, clients/enrollees are given the option of either rescheduling for the next available class, or receive the full refund of amount paid.

CertPower reserves the right to cancel and/or reschedule any class. Such cancellation will be avoided, but if conditions arise that necessitate cancellation or rescheduling, clients will not hold CertPower liable for travel, hotel and other incidental expenses accrued in-line with attending the class.

#### For cancellations made by Clients/Enrollees:

Scenario	Can Reschedule?	Can Refund?
Client cancels at least 10 days before start of class	Yes. No penalties shall be applied	Yes. 100% entire course fee is refundable.
Client cancels less than 10 days before start of class	Yes. Rescheduling and processing fee of \$40 shall apply.	Yes. 90% of the course fee is refundable.
Client is a no-show on Day 1 of class	Yes. Rescheduling and processing fee of \$45 shall apply.	Yes. 30% of the course fee is refundable.

For each scenario, documentation of either rescheduling or refund will be made available to the client, and must be signed by the client to attest to their decision.

#### On Retake/Refresher

CertPower believes in its instructional methodology that retakes will not likely occur. However, if a client feels that they need to retake the class for better preparation, they can be allowed to sit-in for the next available class with seat availability and instructor schedule as the limiting factor.

CertPower also allows clients to a Refresher option for classes taken within the past 6 months. Clients are offered this service for a fee of \$150.

# Course Enrollment

## Terms, Policies and Conditions

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### Other Terms and Policies

**Force Majeure:** In the event of unforeseen circumstances and situations (i.e., natural disasters, calamity, Acts of God, disputes or equipment failure), CertPower has the right to suspend class sessions or postpone or reschedule any affected session. Clients/enrollees will be kept apprised of any updates or announcements.

**Snacks/Food Served:** As a courtesy, CertPower serves complimentary snacks and refreshments to clients/enrollees. However, primary responsibility lies on the clients/enrollees for potential allergies or food restrictions (e.g., fasting or special diets) they may have. As such, client agrees to release CertPower from any liability arising from such.

**Solicitation:** No client/enrollee is allowed to solicit any instructor or staff of CertPower for employment or offer of employment to benefit client's business or employer.

### Signatories

#### Statement of Declaration

In order to receive the Services offered by CertPower, Client/Enrollee has made the declaration that client fully agrees to the policies, terms, and conditions as specified in this document (the Terms of Use), and acknowledges that this agreement constitutes as a legally binding contract.

This document is made available publicly to all prospective clients/enrollees. By completing the payment process (either Invoice or Direct Pay), client acknowledges acceptance of the Terms of Use.

#### Signatures/Dates

Client/Enrollee	<hr/>	<hr/>
	Affix Signature	Affix Date Signed
CertPower	<hr/>	<hr/>
	Affix Signature	Affix Date Signed

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