

Learning Tree International Government Terms and Conditions

GUARANTEE OF QUALITY: Our Guarantee of Quality provides our customers with the opportunity to attend the course of their choice — and then pay only if 100% satisfied with the value of the course. If a customer sends us a written notice of dissatisfaction with a course within 60 days of the course start date, the customer will have the option of retaking the course at no charge, applying tuition fees against another course attendance, or receiving a full refund of any course tuition paid and cancellation of any unpaid invoices for that course. If a customer used a Government Training Passport or Government Training Voucher for the course, we will not count the attendance against the Government Training Passport or Government Training Voucher used.

TERMS FOR PUBLIC COURSES PURCHASED UNDER A GSA SCHEDULE

INDIVIDUAL COURSE ATTENDANCE: The course tuition is due and payable within thirty (30) days after the later of the invoice date or the start date of the course.

COURSE TUITION: The course tuition includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course; Learning Tree Certification Examinations; and, for qualified courses, free establishment and maintenance of the attendee's education transcript with the American Council on Education (ACE). ITIL course attendees that would like to retake their ITIL course or exam must do so within 12 months of the original course date and will not be charged for their retake. If an attendee fails an exam and then two retakes, the attendee must re-attend the course before taking the exam again. To receive ACE College Credit for an ITIL exam retake, course attendees must re-attend the course before retaking the exam. Learning Tree International also provides light refreshments during morning and afternoon breaks. The course tuition does not include sleeping rooms, meals, travel or any other expenses that may be incurred by our customer.

SUBSTITUTIONS PERMITTED: We welcome the enrollment of a qualified substitute in an enrollee's place, provided the customer notifies us in writing before the first day of the course (excludes PRINCE2®, ITIL®, COBIT®, MSP® and Change Management courses). 100% of any prepaid course tuition will be credited against the course tuition of the substitute. However, the substitute may not take advantage of any discount program, such as our Government Return to Learn Program, for which he or she is not otherwise qualified. Government Training Passports are nontransferable and therefore are not eligible for substitution.

FLEXIBLE TRANSFER/CANCELLATION: Our flexible transfer/cancellation policy lets our customers enroll early with confidence. We do not impose any penalty for cancellations of enrollments or transfers to another course. **We request that our customers inform us as soon as they can if they intend to cancel or transfer their scheduled course attendance.** If a customer transfers to another course prior to the start of the course in which originally enrolled, 100% of any prepaid course tuition will be applied toward the course tuition for the subsequent course. If a customer needs to cancel an enrollment prior to the start of the class, we will refund 100% of any prepaid course tuition for that enrollment. Government Training Passports cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Government Training Passport expiration date.

TERMS FOR ON-SITE COURSES PURCHASED UNDER THE GSA SCHEDULE

The course tuition fee for Government On-Site Courses is due and payable within thirty (30) days after the later of the invoice date or the course start date. We do not impose any fees or penalties for rescheduling or canceling any Government On-Site Course. In the event that the customer needs to cancel or reschedule any Government On-Site Course, the customer should contact their Account Coordinator prior to the scheduled course date.

TERMS FOR ALL COURSES PURCHASED UNDER A GSA SCHEDULE

ACCOMMODATION FOR DISABILITIES. We are committed to assisting course participants with disabilities. Upon written request from a participant's employer, at least two weeks before the start of the course, we will provide a participant who is disabled an additional seat in the classroom and an additional set of course materials for an Auxiliary Aide and/or a copy of the course notes in computer-readable format at no additional cost. The employer of the participant is responsible for all other costs of any necessary accommodation, including Auxiliary Aides. Please call 1-800-843-8733 at least two weeks before the start of the course so that Learning Tree can arrange for Auxiliary Aides and bill the employer of the participant for the costs.

SECURITY. The customer agrees that all course participants will abide by security measures in effect at the course location.

COURSE POSTPONEMENTS. At times, we must change a course location, course date or postpone a course. We will try to give the customer as much advance notice as possible of any such change. We will not be liable for any other costs incurred, including (for example) travel charges or any consequential damages, even if we were advised of them. Changes in course locations, course dates or postponement of courses will not extend a Government Training Passport expiration date.

GSA SCHEDULE. GSA Schedule purchases should reference our GSA contracts: IT Schedule 70 (GS-35F-369CA); MOBIS 874 (GS-02F-0182Y). Our GSA price list, including specific terms and conditions, is available at www.gsaadvantage.gov.

COPYRIGHT/INTELLECTUAL PROPERTY. All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with our courses remain the sole property of Learning Tree International. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language without the prior written permission of Learning Tree International.

GENERAL. These terms and conditions set out above represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations. Our brochures and advertisements are for information purposes only and are not intended to form any agreement between Learning Tree International and the recipient. These terms and conditions are subject to change without notice and changes will apply to any enrollment/course order received after the date of the change. These terms and conditions may not be varied except in a written agreement signed by an officer of Learning Tree International. Learning Tree International's acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions. This agreement will be governed by Virginia law, without regard to any conflicts of law.

Learning Tree International limits the provision of its educational services to employees of corporations, partnerships and Government organizations who are sponsored by their respective organizations. This agreement is between Learning Tree International and the employer.

LEARNING TREE ANYWARE MATERIALS: Our AnyWare-related materials are included in our overall course tuition. In the event that a customer enrolled in a Learning Tree AnyWare course is shipped a set of course materials and subsequently cancels their enrollment and does not reschedule for a future date, they will be responsible for returning those course materials to Learning Tree. Returning AnyWare materials to Learning Tree is easy and at no cost to the customer. The customer should affix the pre-paid return label to the outside of the box and take it to the authorized shipping company, or drop off location.

GOVERNMENT TRAINING PASSPORT: The purchasing agency will be invoiced for each course after course attendance. The first course will be invoiced at the GSA discounted individual or Return to Learn course price, the second course will be invoiced at the GSA discounted Returning Attendee course price, and any additional courses will be invoiced at the difference, if any, between the full Government Training Passport purchase price and the total amount already invoiced. Thereby, the Government will pay for courses only after attendance. In addition, the purchasing agency is required to submit a Government Training Form and/or Purchase Order for the total Government Training Passport price within thirty (30) days after the start date of the first course attended under the Government Training Passport. Payment for each course attendance on the Government Training Passport is due within thirty (30) days of invoice date. Government Training Passports (i) are nontransferable and can only be used to pay course tuition for the named holder and (ii) cannot be used to attend courses either in excess of the specified number of courses or which start more than 12 months after the start date of the first course attended under that Government 2- or 3-Course Training Passport or which start more than 24 months after the start date of the first course attended under the Government 4-Course Training Passport.

GOVERNMENT TRAINING VOUCHER PACKS: Unless directed by the purchasing agency in writing to do otherwise, Learning Tree will prepare a weekly invoice to include the actual number of course attendances in the previous week, with each priced according to the discount offered through the Government Training Voucher Pack Program. In addition, the purchasing agency is required to submit a Government Training Form and/or Purchase Order for the total Government Training Voucher Pack amount within thirty (30) days after the start date of the first course attended under the Government Training Voucher Pack. Payment on the Government Training Voucher Pack invoice is due within thirty (30) days after the invoice date. Government Training Vouchers (i) are transferable and can be used to pay for the attendance of any qualified course participant but (ii) cannot be used to attend more than the number of courses covered by that Government Training Voucher Pack purchase.