

Terms & Conditions for Training Courses

The following constitute the terms and conditions to which applicants agree when booking any standard HA consulting face-to-face training or e-learning courses (“Terms & Conditions”). If you are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity then, “Customer” or “you” or “your” shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to these Terms & Conditions and you are binding your company to these Terms & Conditions. HA Consulting (as defined in Section 8.1 below) and you shall each be referred to as a “Party” and together as the “Parties” in this Agreement. If you do not have such authority, or if you do not agree with these Terms & Conditions, you must not accept these Terms & Conditions and may not use the documentation, whether printed or available online, provided by HA Consulting in relation with the training (“Training Material”). HA Consulting reserves the right to review and update these Terms & conditions periodically at its sole discretion.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING HA CONSULTING TRAINING MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

- 1. BOOKING
 - 1.1. Standard training. Standard Face-to-face training and e-learning courses can be booked via the booking forms available on the HA Consulting website. When you

submit a booking for an online course, your submission represents an offer to HA Consulting to book you onto the course you selected. On submission of the face-to-face training course or e-learning course form you will receive an automated summary email of your selection. HA Consulting will accept your offer by entering your booking onto the HA Consulting system and sending you an email confirming that you have been booked together with information on starting your learning

- 1.2. Custom Training. Custom training engagements can also be contracted through HA Consulting Professional Services in the form of a Statement of Work document as described and governed by HA Consulting 's Customer Agreement.

- 2. PAYMENT

Training fees can be paid at the point of booking via PayPal's secure online payment process if you are located in the United States. Otherwise they can be paid by check or bank account transfer. In all cases, payment must be received prior to start of training. If you elect to pay the fees via PayPal, all major credit and debit cards are accepted. A receipt will be sent to you by email from PayPal confirming payment. PayPal will receive the information needed to verify and authorise your payment card and to process your order and is under strict legal and contractual obligations not to disclose this information to third parties. Please note that if you do not provide accurate details (including type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. HA Consulting will not accept any liability for costs incurred as a result of applications deemed void in this manner.

Sales taxes (VAT, TVA etc.), if any, are charged at the applicable rate depending on the product and/or customer.

You may also purchase in advance training credits that will be applied against any training purchased in the twelve (12) months following the purchase date. The training credits purchased will be valid for twelve months from purchase date and can be used to book face-to-face or e-learning training courses. At the expiration of the twelve-month period, HA Consulting will neither refund any fees nor reimburse any other costs if the credits have not been used.

- 3. YOUR OBLIGATIONS

You may not allow anyone else to access the e-training courses via your log-in details. You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided. HA Consulting reserves the right to remove any delegate from a training course whose behaviour is deemed inappropriate by HA Consulting or its trainers. In these circumstances, HA Consulting will neither refund any fees nor reimburse any other costs.

- 4. LIMITATION OF LIABILITY

HA Consulting does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of HA Consulting . Participants should take professional advice when dealing with specific situations.

Should a participant require an invitation letter from HA Consulting, we are able to provide this as long as full payment of the training course fee has been received. HA Consulting is not able to act on behalf of the participant and is not responsible for any costs incurred by failure to obtain a full visa.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HA CONSULTING SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST

PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HA CONSULTING 'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO HA CONSULTING FOR THE TRAINING GIVING RISE TO A CLAIM.

- 5. WARRANTY AND DISCLAIMER

HA Consulting ensures that all our training services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards. The training services will be performed as described in the individual class agendas. HA Consulting shall provide such trainers to present the training course as it, in its sole discretion, deems fit and HA Consulting shall be entitled at any time to substitute any trainer with any other person who, in HA Consulting 's sole discretion, it deems suitably qualified to present the relevant course.

HA Consulting does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

- 6. INDEMNIFICATION

Both Parties agree to defend, indemnify, and hold harmless the other Party and its directors, officers and employees from and against any demands, damages or liabilities including reasonable attorney's fees) arising from a third party claim that the indemnifying Party caused bodily injury (including death) or damaged real or tangible personal property.

- 7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All Training Material is owned by HA Consulting . All intellectual property rights in all Training Material available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by HA Consulting . When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable licence to use the Training Material. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without HA Consulting 's prior permission. Any such use is strictly prohibited and will constitute an infringement of HA Consulting 's intellectual property rights.

To provide a continuous check on the consistency and quality of training delivery, all students will receive a follow-up email at the end of each class asking to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to class content and delivery.

- 8. CANCELLATION AND TRANSFER

- 8.1. Cancellation by customer.

- 8.1.1 Face to Face. If you notify HA Consulting in writing (by email or post) that you wish to cancel a face-to-face training course not less than 28 days before the start date of a course, you will be entitled to a 50% refund. Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer. If the reason you need to cancel a face-to-face training course is because you have been declined a visa, we can issue a full refund as long as you have proof that your visa has been declined and you give us at least 28 days' notice. If you withdraw for any

reason less than 28 days before the start date of a course, no refund will be issued but you may transfer your place on the course to a substitute. Substitutions should be notified to HA Consulting at least 48 hours prior to the course start date. If you fail to attend the course on which you are booked without giving prior notice to HA Consulting, we are unable to refund the course fees or offer a transfer

- 8.1.2 E-Learning. Once you have booked an e-learning course or package the fee is non-refundable. If you cancel any e-learning course or package you will not be entitled to any refund. There is no charge for transferring your booking to the same course on an alternative date provided you notify HA Consulting in writing not less than 10 days before the start of the training and if there is availability. However, a transfer fee of 20% of the course fee (plus VAT) will be payable if the notice is received less than ten (10) days before the start of the original course. If you transfer your booking you will not receive any refund, and you will not be entitled to transfer more than once.

You must make any request to transfer a course in writing, which may be sent by email to: info@ha-cg.com

- 8.2. Cancellation by HA Consulting . HA Consulting reserves the right to cancel any training course due to insufficient enrollment by providing notice to you at least 7 calendar days prior to schedule commencement date. In the event of cancellation by HA Consulting, you may elect to receive a full refund of registration fees paid or credit toward alternative class(es). Nevertheless, HA Consulting will not be responsible for non-refundable tickets purchased or reservations made by you. If a training class is cancelled by HA Consulting due to any Force Majeure Event as defined in Section 10.5, the Customer is entitled to a full class credit which must be used within 3 months of the date of the original class for another class offered by HA Consulting .