

Terms & Conditions for Training Courses

The following constitute the terms and conditions to which applicants agree when booking any standard ISAAC® 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. Smart Monkeys, Inc. (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 are available online, provided by Smart Monkeys, Inc. in relation with the training ("Training Material"). Smart Monkeys, Inc. 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 SMART MONKEYS, INC. 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 ISAAC® website. When you submit a booking for an online course, your submission represents an offer to Smart Monkeys, Inc. 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. Smart Monkeys, Inc. will accept your offer by entering your booking onto the Smart Monkeys, Inc. 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 Smart Monkeys, Inc. Professional Services in the form of a Statement of Work document as described and governed by Smart Monkeys, Inc.'s Customer Agreement.

2. PAYMENT Training fees can be paid at the point of booking via Smart Monkeys, Inc.'s secure online payment process (powered by Stripe, Inc.). Otherwise they can be paid by check or bank account transfer (upon request of an invoice, or providing a PO). In all cases, payment must be received prior to start of training. If you elect to pay the fees via Stripe, all major credit and debit cards are accepted. A receipt will be sent to you by email from Stripe confirming payment. Stripe will receive the information needed to verify and authorize 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 authorize payment, your application will be deemed void. Smart Monkeys, Inc. 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.

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. Smart Monkeys, Inc. reserves the right to remove any delegate from a training course whose behavior is deemed inappropriate by Smart Monkeys, Inc. or its trainers. In these circumstances, Smart Monkeys, Inc. will neither refund any fees nor reimburse any other costs.

4. LIMITATION OF LIABILITY Smart Monkeys, Inc. 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 Smart Monkeys, Inc.. Participants should take professional advice when dealing with specific situations. Should a participant require an invitation letter from Smart Monkeys, Inc., we are able to provide this as long as full payment of the training course fee has been received. Smart Monkeys, Inc. 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, SMART MONKEYS, INC. 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, SMART MONKEYS, INC.'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SMART MONKEYS, INC. FOR THE TRAINING GIVING RAISE TO A CLAIM.

5. WARRANTY AND DISCLAIMER Smart Monkeys, Inc. 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. Smart Monkeys, Inc. shall provide such trainers to present the training course as it, in its sole discretion, deems fit and Smart Monkeys, Inc. shall be entitled at any time to substitute any trainer with any other person who, in Smart Monkeys, Inc.'s sole discretion, it deems suitably qualified to present the relevant course. Smart Monkeys, Inc. 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 Smart Monkeys, Inc.. 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 Smart Monkeys, Inc.. When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable license 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 Smart Monkeys, Inc.'s prior permission. Any such use is strictly prohibited and will constitute an infringement of Smart

Monkeys, Inc.'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 Smart Monkeys, Inc. in writing (by email or post) that you wish to cancel a face-to-face training course not less than 10 days before the start date of a course, you will be entitled to a 50% refund. Refunds will be processed within 10 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 10 days' notice. If you withdraw for any reason less than 10 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 Smart Monkeys, Inc. 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 Smart Monkeys, Inc., 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 Smart Monkeys, Inc. 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 to: info@isaacplatform.com

8.2. Cancellation by Smart Monkeys, Inc.. Smart Monkeys, Inc. 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 Smart Monkeys, Inc., you may elect to receive a full refund of registration fees paid or credit toward alternative class(es). Nevertheless, Smart Monkeys, Inc. will not be responsible for non-refundable tickets purchased or reservations made by you. If a training class is cancelled by Smart Monkeys, Inc. due to any Force Majeure Event as defined in Section 10.4, the Customer is entitled to a full class credit which must be used within 12 months of the date of the original class for another class offered by Smart Monkeys, Inc..

9. CONFIDENTIALITY

Except as otherwise set forth in these Terms & Conditions, each party may disclose to the other party certain confidential information under these Terms & Conditions. Each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that could be understood to be confidential or proprietary by a reasonable person disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"). Any Smart Monkeys, Inc. technology, any commercial terms (including pricing) of these Terms & Conditions and any performance information relating to the products shall be deemed Confidential Information of Smart Monkeys, Inc. without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms & Conditions unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

10. MISCELLANEOUS

10.1 Dispute resolution: arbitration. In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in the city where the courts have jurisdiction under the table set forth in Section 10.1. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

10.2 Contact. Please contact Smart Monkeys, Inc.'s training department for any other training questions or requests by emailing: info@isaacplatform.com.

10.3 Privacy Policy. All information provided by you under these Terms & Conditions will be treated in accordance with Smart Monkeys, Inc.'s [Privacy Policy](#).

10.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms & Conditions (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency each a Force Majeure Event

10.5 Entire Agreement and severability. This Agreement is the entire agreement between you and Smart Monkeys, Inc. relating to the training and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.