

OPSVIEW TRAINING SERVICES TERMS & CONDITIONS

These Opsview Training Services Terms & Conditions (the "Agreement"), govern the provision of all our training services globally.

Version: 1.0, Revision Date: 25th May 2018

"Opsview", "we" or "us" means Opsview Limited if you are purchasing outside the US or Opsview Inc. if you are purchasing from within the US.

1.0 Registration

To register for scheduled Opsview courses and for inquiries about schedules, dates, locations, or prerequisites, please see www.opsview.com/services

2.0 Onsite Training

To request onsite and custom training delivered at the customer's venue, please email training@opsview.com

3.0 Curriculum

To ask questions about any Opsview course, involving course content, curriculum, prerequisites, requirements, or further details about programs, please email training@opsview.com

4.0 Payment & Contract Information

All training courses require pre-payment by one of the following methods to confirm your place:

- Visa
- Mastercard
- Electronic Funds Transfer

Only credit card payments will be accepted for orders placed less than 30 calendar days prior to the start date of the course.

Course places must be ordered by the Thursday prior to the course start date by 5:00pm GMT for courses starting the following week (credit card payments only). Orders are processed within one (1) business day of the date the order is submitted.

Orders paid by electronic funds transfer must be paid in full by the due date on the invoice that you receive from Opsview. If payment is not received by the due date, the order will be cancelled. Cancellation of orders for non-payment requires re-registration for the course with a credit card as the form of payment.

For questions about these policies, please email training@opsview.com

5.0 Cancellation Policy

The policies below apply to ALL Opsview training courses:

5.1 Student Attendance

Training invitations are specific to the student that they are emailed to and should not be forwarded to anyone else. Students should comply with the Student Substitution instructions detailed below if they are unable to attend the course.

Student invitations are for ONE attendee only and must not be shared with anyone else. If an organisation or individual is found to have provided these details to any other person that subsequently attends a course, they will be liable for the full cost of the additional attendee(s).

Students may attend an Opsview course only if they or their organisation have paid the applicable training fee. Multiple attendees under one training course fee are strictly forbidden.

5.2 Cancellation by Student

A student will receive a refund only if Opsview receives a notice of cancellation at least 5 full calendar days (not including the class start date) before the class start date.

A student will not be eligible for a refund if Opsview does not receive a notice of cancellation 5 full calendar days before the class start date, but the class may be rescheduled or another individual may attend in the student's place (see policies below for details).

5.3 Rescheduling by Student

- A student may reschedule a course once only.
- There will be no penalty for requesting a reschedule more than 5 calendar days prior to the course start date.
- Rescheduling requests made 5 full calendar days or less prior to the course start date may at Opsview's discretion incur a penalty fee of 50% of the original price paid. The penalty fee will be added to the student's original course fee and charged to the same credit card used for the original booking.
- A course that is rescheduled within 5 full calendar days of the course start date cannot later be cancelled.

- A new course date must be chosen at the time of rescheduling. A rescheduled course must start no later than three (3) months after the initial course start date.
- If a student does not attend a scheduled session (no show), payment for the session is forfeited. The student may not reschedule the session.

5.4 Student Substitutions

A different individual may attend the scheduled course as long as Opsview is notified by email to training@opsview.com no less than two (2) business days prior to the start date of the course.

5.5 Cancellation by Opsview

Training may be cancelled or re-scheduled by Opsview with 10 calendar days' notice to students.

Training may be cancelled without prior warning, with course fees refunded to participants, if any of the following events affect delivery of a particular training course: instructor sickness, severe inclement weather, natural or local disaster, power outage, or airline strike or any other reason beyond Opsview's reasonable control.

5.6 Onsite Cancellation Policy

Notice of cancellation more than 15 calendar days prior to the course start date will entitle you to a full refund.

Notice of cancellation 15 calendar days or less prior to the course start date will not entitle you to a full refund, but you will be entitled to reschedule (see Onsite Rescheduling Policy below for details).

5.7 Onsite Rescheduling Policy

Onsite rescheduling requests made 15 calendar days or less prior to the course start date will be charged a 25% rescheduling fee (calculated from the original price charged).

Onsite rescheduling requests made 15 calendar days or less prior to the course start date cannot later be cancelled.

6.0 Expiry Policy

Students must book and attend training courses within 6 months of the purchase date. Any purchased courses not completed within 6 months of the purchase date will expire. Opsview will have no further liability with respect to an expired course, including any liability to refund the fee paid.

7.0 Training Materials

If Opsview provides a student with access to any training materials, the student acknowledges that such access is granted to the student solely as a licensee. The licence will terminate on completion of the course or cancellation, whichever is the earlier.

All training materials are provided solely for the personal use of the student in connection with the specified course.

Except as expressly set out in these Terms and Conditions each student undertakes:

- not to copy the training materials except where such copying is incidental or necessary for the purposes of completing the relevant training course;
- not to rent, lease, sub-license, loan or translate the training materials;
- not to alter or modify the whole or any part of the training materials nor permit the training materials or any part of them to be combined with, or become incorporated into, any other materials;
- to include the copyright notice of Opsview on all entire and partial copies the student may make of the training materials on any medium; and
- not to provide or otherwise make available the training materials in whole or in part, in any form, to any person without prior written consent from Opsview.

All intellectual property rights in the training materials anywhere in the world belong to Opsview. Rights in the training materials are licensed to students and students have no rights in, or to, the training materials other than the right to use them in accordance with these Terms and Conditions.

8.0 Data Privacy

Opsview and the Customer shall comply with duties respectively imposed on them by the General Data Protection Regulation (GDPR) European Directive 2016/679 as enacted by the European Parliament and of the Council with effect from 25th May 2018 for the protection of individuals with regard to the processing of personal data and on the free movement of such data, and all local implementing legislation as well as similar legislation in all other legal jurisdictions where the Subscription Services are provided, in the performance of their respective obligations under this Agreement. In this respect, it is recognised that Customer is the Data Controller in respect of all Customer Data and Opsview is the Data Processor. Opsview and the Customer specifically agree that when Customer is located in the European Economic Area ("EEA") the terms "Personal Data", "Process", "Data Controller", "Special Categories of Data", "Processing", "Data Subject", "Third Party Processing" and "Data Processor" will have the meanings given to them in the EU Directive 2016/679. Opsview's Privacy and Cookies Policy available on our website provides additional information on how we manage and process personal data.