

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.

GUARANTEE OF QUALITY: Our Guarantee of Quality provides our customers 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 prepaid 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 Training Passport or a Training Voucher for the course, we will not count the attendance against the Training Passport or Training Voucher used.

TERMS FOR PUBLIC COURSES

COURSE TUITION: The course tuition fee is due and payable within thirty (30) days after the later of the invoice date or the start date of the course. In the case of Training Passports or Training Vouchers, the full fee for the Training Passport or Training Voucher Pack purchase is due within thirty (30) days after the later of the invoice date or the start date of the first course attended under that Training Passport or Training Voucher Pack purchase. The course tuition includes instruction; course materials; and the use of software, computers, other technical hardware as appropriate to the course and Learning Tree Certification Examinations. 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. 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 customers.

SUBSTITUTIONS PERMITTED: We welcome the enrolment 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 fees will be credited against the course tuition fee of the substitute. However, the substitute may not take advantage of any discount program such as "Return to Learn Program", for which he or she is not otherwise qualified. Training Passports are non-transferable and therefore are not eligible for substitution.

FLEXIBLE TRANSFER/CANCELLATION: If a customer would like to cancel or transfer their course, they must notify Learning Tree prior to two weeks before the start date of the course or within seven days of registration. If a customer transfers to another course prior to two weeks before the start date or within seven days of registration 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 two weeks prior to the start of the class or within seven days of registration, we will refund 100% of any prepaid course tuition for that enrollment. If a customer does need to transfer or cancel a course within two weeks of the start date of the course or after seven days from the date of registration, a fee equal to 50% of the price of the course will be assessed for any standard attendances. Attendances associated with a Learning Tree program will be assessed a \$500 fee. Training Passports, Training Vouchers and Pay-As-You-Learn Vouchers cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Training Passport, Training Voucher Pack or Pay-As-You-Learn Voucher Pack expiration date.

TERMS FOR ON-SITE COURSES

The course tuition fee for On-Site Courses is due and payable within thirty (30) days after the later of the invoice date or the course start date. In the event that the customer needs to cancel or reschedule any On-Site Course, the customer should contact their Account Coordinator. We do not impose any penalty if the customer notifies their Account Coordinator of the need to cancel or reschedule an On-Site Course 14 days prior to the scheduled start date of the course. This notification/cancellation must occur on the closest business day in advance of the cancellation date. Any On-Site Course cancelled or rescheduled by the customer less than 14 days before the scheduled start of the course is subject to a cancellation fee in the amount of 50% of the course tuition fee, however, if the event is rescheduled to execute within ninety (90) days of the cancellation date, then a cancellation fee in the amount of 25% of the course tuition fee will apply. If we create a custom course for a specific engagement that is non-standard in length, content, delivery method, etc., based on customer requirements and request, and the customer cancels the course, we will charge for all incurred customization fees unless the course is rescheduled and executed within ninety (90) days.

TERMS FOR ROOM RENTALS

Learning Tree International Room Rentals are subject to the Terms and Conditions of the Room Rental Agreement executed prior to the start of the room rental.

TERMS FOR ALL COURSES AND ROOM RENTALS

ACCOMMODATION FOR DISABILITIES: We are committed to providing reasonable accommodation for 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 with disabilities an additional seat in the classroom and a full digital set of course materials for an Auxiliary Aide can be made available for download 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 International 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. If the customer is unable to attend a course at the revised location or date, we will credit 100% of any prepaid course tuition fees paid against a future course or, if requested, refund those fees. Changes in course locations, course dates, or postponement of courses will not extend a Training Passport, Training Voucher Packs or Pay-As-You-Learn Voucher Packs expiration date.

ELECTRONIC TRANSFER PAYMENT: Electronic funds transfer or wire payment of Learning Tree invoices may be processed by sending payment to:

Learning Tree International Inc.
c/o HSBC Bank Canada
Account #425569001
Transit #10031
Bank #016

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 enrolment/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 Ontario law, without regard to any conflicts of law. All invoices are subject to applicable taxes.

For more information, call (800) 843-8733.

LEARNING TREE COACHING: Learning Tree Coaching is a program designed to "bridge the gap" between classroom training and the workplace. The coaching is done at the workplace as a one-day extension immediately following completion of a Learning Tree On-Site Course. The instructor helps course attendees put into practice the knowledge gained in the course to tackle real projects or assignments, as well as services to redefine job roles, update competencies and define additional skills gaps.

TRAINING PASSPORTS: Training Passports (i) are non-transferable and can only be used by the named holder and (ii) cannot be used to attend courses that either are in excess of the specified number of courses or that start more than 12 months after the start date of the first course attended under that 2- or 3-Course Training Passport, or which start more than 24 months after the start date of the first course attended under the 4-Course Training Passport. If a customer purchases a Training Passport and cancels it prior to its expiration, we will refund 100% of the difference between the price paid for the Training Passport and the sum of the standard full tuition for each of the courses the customer attended using that Training Passport. Learning Tree International reserves the right to exclude certain courses from eligibility in the Training Passport Program.

TRAINING VOUCHER PACKS: Training Vouchers (i) are transferable within an organization and can be used to pay for the attendance of any qualified course participant but (ii) cannot be used to attend courses that are in excess of the number of enrolments covered by that Training Voucher Pack purchase or courses that start more than 12 months after the start date of the first course attended under that Training Voucher Agreement. If a customer purchases a Training Voucher and cancels it prior to its expiration, we will refund 100% of the difference between the price paid for the Training Voucher Pack and the sum of the standard full tuition for each of the courses the customer attended using that Training Voucher Pack. Learning Tree reserves the right to exclude certain courses from eligibility in the Voucher Program.

PAY-AS-YOU-LEARN VOUCHER PROGRAM: Pay-As-You-Learn Vouchers are offered for Public Courses only in 25-course packs or greater. A commitment to purchase a minimum number of 25 Pay-As-You-Learn Vouchers within a twelve (12) month period is required and must be confirmed in writing via a Purchase Order (PO) or equivalent. The agreement is for one (1) year renewable on an annual basis and the committed Pay-As-You-Learn Vouchers must be used within twelve (12) months from the start date of the first course attended under that Pay-As-You-Learn Voucher Pack; otherwise, pricing expires on the renewal date. The Pay-As-You-Learn Voucher is transferable and a qualified substitute will be allowed to attend in the enrollee's place. This substitution can be made at any time prior to the first day of the course. Learning Tree reserves the right to exclude certain courses from eligibility in the Pay-As-You-Learn Voucher Program.