

TERMS AND CONDITIONS

When you register online or by phone for the 4-day PMTI fast-forward PMP® Training Course you agree to be bound by the following terms and conditions:

- 1. Enrollment Fee:** Full payment of the enrollment fee is due at the time of registration. You can pay by credit card, debit card, check, or wire transfer. We will reserve your seat when full payment has been made; however, if you choose to pay by check, your seat will not be reserved until your check has cleared. In the event a check is returned for insufficient funds, we will allow 3 business days for you to make full payment. An additional fee of \$75 will be charged for each returned check. Lack of payment may result in collection proceedings and we reserve the right to notify PMI® that your Course Transcript or Certificate has been suspended due to non-payment. The enrollment fee shall cover the course registration and participation, and all other Course content.

We will accept payment from companies or other third parties only if such company or third party provides us with a valid Purchase Order containing acceptable payment terms and conditions; however, you are responsible for full payment prior to the commencement of class. Any funds received on your behalf in excess of the full enrollment fee will be returned to you.

- 2. Class Cancellation Policy:** We may cancel any particular Class due to inclement weather, instructor illness, insufficient enrollment or other unforeseen circumstance. We will make all reasonable efforts to reschedule a cancelled class or make alternate arrangements to provide you with training. You may apply the amount paid to the re-schedule class or another class available at another time or choose to obtain a full refund. All refunds are processed 15 business days from the scheduled class end date.
- 3. Refund Policy:** If you cancel after registration until 15 business days prior to the actual class start date, you will be charged \$480 towards cancellation fees. If you cancel your registration between fifteen (15) business days and ten (10) business days prior to the date of the first scheduled class, you will be charged \$780. Cancellation within 5 business days of the actual class start date will result in forfeiture of the course fee. All refunds will be processed fourteen (14) days after the date of the actual scheduled class. No other refunds will be given except as provided in Paragraph 8(a) below. Optionally, you can postpone your class to another available class subject to availability and PMTI management approval. A re-scheduling fee of \$495 will be applicable. Cancellation on postponed classes results in forfeiture of course fee. If a class registrant is changed until 15 days of the class days, the charge is \$495. Changes to the class registrant within 15 days of the class results in forfeiture of class fees. All registration cancellations and reschedules must be sent via email to info@4pmti.com. PMTI provides 10 days of grace period from the time of reschedule or substitution approval. Non-payment of appropriate fees within this grace period results in forfeiture of this option.
- 4. Options for Audit Candidates:** If you are selected for an audit, you may re-schedule to the next available class at no charge or choose to continue with the enrolled class. PMTI provides 10 days of grace period from audit date to elect to reschedule. Not rescheduling during this grace period results in forfeiture of this option. If you choose the latter option, we will extend your guarantee to apply from the date your application was approved as long as you have applied for the exam before the class end date. PMTI will provide the training certificate upon verification as documentation towards the Audit. Cancellation of registration after this documentation is sent results in forfeiture of course fees.
- 5. Non-Solicitation Policy:** During the course of your classes, opportunities may arise for PMTI or its instructors to consult with or provide services for the benefit of your employer or related entities ("Job Opportunities"). You acknowledge that PMTI prohibits its instructors from pursuing such Job Opportunities independent of PMTI. You agree not to offer or solicit, either directly or indirectly, any PMTI instructor to pursue such Job Opportunities independent of PMTI. In the event you breach this Agreement, PMTI would be entitled to any damages allowed at law or equity. Further, violation of your agreement will be grounds for PMTI to advise PMI of the violation, which may be a basis to revoke or deny your certification.
- 6. Copyright and Proprietary Property:** We will provide to you manuals and other material, which are copyrighted proprietary property of PMTI. You will also receive additional materials that are the copyrighted proprietary property of third parties. All copyrights relating to any course materials provided or made available by us or any other party remain the sole property of the holder of the copyright. Therefore, 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 our prior written consent. Any such reproduction, storage or transmittal of copyrighted material constitutes a violation of the PMI code of ethics and will be reported to PMI.

YOU HEREBY WARRANT AND REPRESENT THAT YOU HAVE REGISTERED FOR THE PMP® EXAM AND ARE ENROLLING IN THE 4-DAY PMTI FAST-FORWARD PMP® TRAINING COURSE SOLELY FOR THE PURPOSE OF PREPARING FOR THE PMP® EXAM AND THAT YOU HAVE NO DIRECT OR INDIRECT RELATIONSHIP WITH ANY ENTITY WHICH PROVIDES TRAINING FOR THE PMP® EXAM AND THAT YOU WILL NOT ALLOW ANY OTHER PERSON TO READ THE MATERIALS AND THAT THE TEST BOOKLETS WILL BE RETURNED TO PMTI IMMEDIATELY UPON THE CONCLUSION OF THE COURSE.

7. **Warranty:** We provide a money-back guarantee to your success in passing the PMP® exam provided that the following conditions are met: (i) you have attended the full training without interruption; (ii) you have passed the in-house simulated exam with a 70% or better; and (iii) you take the PMP exam within 14 days of completing the course; (iv) followed all the instructions provided in the class, including but not limited to "PMP Exam Strategy" (v) no accidental events that are not in control of PMTI such as system failure, or loss of power have occurred during PMP Exam.

PMTI is not responsible for shipping delays, instructor flight delays, or food quality, but, makes every attempt to minimize these problems.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE FOR THE USE OR RESULTS OF THE COURSE AND MATERIALS, THAT YOU WILL SUCCESSFULLY COMPLETE THE COURSE, OR THAT ANY PARTICULAR LEVEL OF KNOWLEDGE WILL BE ATTAINED BY YOU. PMTI DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability:** Limitation of Liability. If your failure to pass the PMP® exam results in a breach of the Warranty set forth above, your sole and exclusive remedy is as follows:
- a. If you fail the test on your first attempt we analyze your results, and provide coaching through e-mails and phone calls. PMTI does not pay re-exam fees. If student fails 3 times PMTI will refund \$1,585 SGD. Student have to provide supporting documents of test results and re-exam fee payments.

We have no other liability to you whatsoever, except for damages for physical harm to persons caused by our gross negligence and damages for physical harm to tangible personal property and real property caused by our gross negligence. This "Limitation of Liability" section applies regardless of the basis on which you are entitled to claim damages from us, including but not limited to, breach of contract (even in the case of a fundamental breach) and tort (including, but not limited to, misrepresentation). This limitation of liability also applies to our subcontractors.

9. **Governing Law & Jurisdiction:** This Agreement will be interpreted and the rights and liabilities of the Parties determined in accordance with the laws of the State of Michigan. All disputes hereunder may be brought only in a court of competent jurisdiction in Oakland County, Michigan. The Parties hereby irrevocably consent to the exclusive jurisdiction of such court. The Parties agree that the venue provided above is the most convenient forum for both, and both Parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

The cost of this class **DOES NOT** include the following:
PMI membership fees (roughly \$129 - payable to PMI)
Student hotel charges (student arranges independently if needed)
Student travel and/or incidental charges (student arranges independently if needed)
Parking fees if applicable

By signing this document, you certify that you were provided with the all course material that was required for class and agree to the terms outlined above.

Name: _____

Signature: _____

Date: _____

NRIC/FIN Number: _____