

## TERMS AND CONDITIONS

When you register online or by phone for the 4-day PMTI fast-forward PMP® Training Course, CAPM® exam prep boot camp, or the PMI-ACP® exam prep boot camp you agree to be bound by the following terms and conditions:

- 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, access to the online student portal, relevant study guides, 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.
- 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 canceled 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. No refunds are allowed due to inclement weather class reschedules.
- No-Show Policy:** Non-attendance of class partially or entirely results in forfeiture of course fees and voidance of guarantee terms.
- Refund Policy:** All refunds are processed 30 business days from the date of approval of the refund. All refunds will be processed by checks, if you want credit on credit cards a service fee of \$85 will be assessed. This product cannot be exchanged with any other product. In case of a charge-back \$100 will be assessed as the administration fee.
- Rescheduling and Cancellation Policy:** Reschedule or cancellation class registration must be by written request only to [info@4pmti.com](mailto:info@4pmti.com). For all registrants, this rescheduling and cancellation policy starts immediately after registration. If you cancel after registration the following cancellation fees apply:

(a) cancellation from the time of registration to 1 week prior to the class start date is \$795;

(b) cancellation from 1 week prior to the class start date results in no refund of class fees.

Optionally, you can postpone your class to another available class subject to availability and PMTI management approval. A

non-refundable re-scheduling fee will be applicable according to the following schedule:

(a) rescheduling up to 1 week before the class is \$195.

(b) rescheduling from 1 week prior to the class start date up to the class start date is \$295.

Cancellation on postponed classes results in forfeiture of course fee and or any re-scheduling fees. Reschedule or cancellation class registration must be by written request only to [info@4pmti.com](mailto:info@4pmti.com). PMTI provides thirty (30) 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. All refunds will be processed thirty (30) days after the date of the scheduled class end date. No other refunds will be given except as provided in Paragraph titled "Limitation of Liability".

- Student Substitution:** If a class registrant is changed until 14 days prior to the course start date, the charge is \$495. Changes to the class registrant within 14 days of the class results in forfeiture of class fees. PMTI provides 10 days of grace period from the time of reschedule or substitution approval for full payment of appropriate fees and for confirmation of rescheduled class details / substituted individual details.
- Options for Audit Candidates:** If you are selected for an audit, you may reschedule 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.
- 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 as 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.

9. **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.

Although PMTI makes best efforts to not to occur, PMTI is not responsible for shipping delays, flight delays for instructors and or quality of food and beverages served, if applicable.

You hereby warrant and represent that have no direct or indirect relationship with any entity which provides training for the PMP exam, CAPM® exam, or PMI-ACP® exam. You also agree that you will not share PMTI materials with any other person. You agree that since you will have complete access to online tests, you will return the test booklet(s) to instructor upon conclusion of course.

10. **Warranty:** We guarantee your success in passing the PMP® exam, CAPM® exam, or PMI-ACP® exam provided that the following conditions are met: (i) you have attended each day of training, without interruption; (ii) you take the relevant certification exam within 30 days of completing the course; (iii) followed all the instructions provided in the class, including but not limited to "PMP Exam Strategy", "CAPM® Exam Strategy", or other relevant documents (iv) no accidental events that are not in control of PMTI such as system failure, or loss of power have occurred during your certification 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.**

11. **Limitation of Liability:** If your failure to pass the PMP® exam, CAPM® exam, or PMI-ACP® exam results in a breach of the Warranty set forth above, your sole and exclusive remedy is as follows:

Analyze your results, provide a custom study plan, and provide coaching through online group tutoring, phone support and emails. You must retake the exam within thirty (30) calendar days from the date of the first exam.

If you fail the test in your second (2nd) attempt, we will:

Analyze your results, provide a custom study plan, and provide coaching through online group tutoring, phone support and emails. You must retake the exam within thirty (30) calendar days from the date of the second exam.

If you fail in the third (3rd) attempt, you have two options:

**Option 1:** You may attend our course at no charge for one calendar year from the date of your third test;

**Option 2:** You may receive a refund of your enrollment fees, minus any refunds or discounts.

All refunds and reimbursements are made 30 business days after all required documents are received and required terms are met.

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.

12. **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.

13. **Texas Residents:** All Texas residents should be sponsored by an employer and should provide the employer details while enrolling to our course.

These charges do NOT include incidental costs such as:

- PMI annual membership fee
- PMP, CAPM, or PMI-ACP exam fees
- Student incidentals such as parking fee etc. (optional)
- PMI chapter fees
- Student stay in hotels etc. (optional)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_