

Terms and Conditions ITAMOrg

1. Definition:

Participant is any event, training situation and/or conference held by ITAMOrg.

Certification fee is the fee set by the **certification responsible**, which currently are Danish IT and ITAMOrg. These fees are added on to the course price if nothing else is specified in the agreement.

Certified Training Provider is a training company that is accredited and there by certified to teach the ITAMOrg courses to the fullest extend.

In-house closed course is teaching situations where a business takes on ITAMOrg or its CTP to perform a specific course assignment for the company's employees. The location and the organisation of time will be agreed upon between the customer and ITAMOrg. ITAMOrg will to the fullest extend try to meet the customer's wishes in relation to the time frame with available personal at ITAMOrg or its partners.

Customer is any and all of ITAMOrg or its CTPs customers.

Course materials are the materials that are handed out to every student.

Materials are the material that is handed out to the individual participant/student.

Course price for open courses is the price that is announced on ITAMOrg website (www.itamorg.com).

Student is a person that participates in any form of course whether it is open, closed or semi-closed.

With **Training/Teaching** it is meant the education of employees in a learning environment throughout one or more days offered by ITAMOrg or its CTPs, with its own instructors/teachers or through its CTPs.

Open course is a teaching situation at a named location where any and all relevant persons, regardless of connection, can sign up for participation. The course is held on dates set by ITAMOrg or its CTPs.

Member any and all persons and/or organisations that has signed up for an ITAMOrg membership regardless of type, price and runtime.

Train The Trainer is a course solely provided to CTPs in a situation where they want to train to have their own trainers. The TTT can be held as a part of an open course session with an added day four, or as an in-house course at a venue/geographical location chosen by the CTP.

Voucher is a code created by ITAMOrg that can give a customer a discount on specific products or services delivered by ITAMOrg.

Venue is the physical site where the course is going to be held for the customer by ITAMOrg or its CTP.

2. Prices:

2.1 Price on Open courses includes catering for the individual student but not cost for accommodation and transport for the person. Accredited materials are included in the price.

Exam fee is not included in the prices unless stated in the specific offer or on ITAMOrg webpage (www.itamorg.com).

2.2 Course prices for closed in-house do not include course room rental, catering nor accommodation and cost for stay and transportation for the students nor the instructor. Accredited materials are included in the price.

Exam fee is not included in the prices unless stated in the specific offer.

2.3 Course prices for TTT do not include accommodation and transportation for the students nor the instructor. Accredited materials are included in the price.

Exam fee is not included in the prices unless stated in the specific offer.

2.4 Event prices may or may not include catering and will always include event room rent and payment for speakers. Event prices do not include cost for transportation or accommodation for the participant. Neither extra catering cost if beside the stated in the programme relating to the specific conference.

2.5 Price of conference participation includes catering, venue/session room rental and speaker cost. Conference participation prices do not include cost for transportation or accommodation for the participant. Nor extra catering costs, if outside the scope stated in the programme relating to the specific conference.

2.6 VAT needs to be paid in the current rate for all types of education in accordance with Danish law no matter the nationality of the participants/students. VAT may be offset to the current rules in the country where the participant/student is from (only for applicable for participants/students from/in EU-countries).

2.7 Changes in prices: ITAMOrg reserve the right to at any given time to change the prices on memberships, courses, events or conferences. If there is unforeseen or changes on prices that is not announced in advance on all deliveries from ITAMOrg subcontractors or their CTP, will ITAMOrg reserve the right to charge such a price increase directly to the customer. ITAMOrg will in such a situation try to minimize the customer additional fees to the widest extent possible. ITAMOrg is committed to provide the customer with a written notice within 14 days prior to commencement of the training, event, conference or renewal date for a membership.

2.8 Discounts Policies: Special offers on education cannot be combined with any normal discount structure, where this is applicable besides in case of specific offers given from ITAMOrg.

2.9 Voucher Policies: No more than one voucher can be redeemed per user. Vouchers are valid for the given product as stated along with the voucher.

For discounts based on vouchers for members from one of ITAMOrg's partner organisations in a case of signing up for a new membership, the voucher will only be valid for use by access from the given partner organisation. Therefore ITAMOrg reserves the right to cross check member information in cases where partner discounts are used. The cross check will only be with the partner organisation, which the voucher code relates to. In cases of misuse of vouchers ITAMOrg reserves the right to either invoice the new member the full amount of the membership chosen by the newly registered member or the right to cancel the membership fully pending on investigation results done by ITAMOrg or the given partner organisations. In case where the membership is fully cancelled ITAMOrg reserves the right to – pending on investigation results – to deny the person and/or organisation that is in violation of the voucher usage the right to sign up for a new membership for a period of 5 years.

The vouchers apply to new bookings and does not apply to any bookings already made.

3. Booking & Registration:

3.1 Any and all courses, events or conference participations can be booked online for members, by email or phone for everyone. ITAMOrg confirms a booking/registration in writing at a suitable time, set by ITAMOrg. This email will serve as the customer's proof of booking/registration in any cases of doubt.

4. Memberships:

4.1 On receipt of your online register and payment, ITAMOrg will notify you of your purchase – for free members only registration. Membership will be activated only when ITAMOrg receives full payment of the membership fee and at this time, your chosen username and password for the members section of the website will be activated.

Members will receive a number of free places at ITAMOrg experience and industry events every year. The event allocation runs from January to December, regardless of the month in which the membership is activated. Free event places are re-set to the full allocation on 1 January every year. Any unused places at the end of the year will be forfeited and will not be carried over.

5. Payment:

5.1 An invoice will be forwarded as soon as any form of participation or a membership is confirmed or paid unless other is agreed upon in writing.

5.2 For the participation in an open course, event or conference to be deemed valid payment must be on hand prior to the start date of the course, event or conference.

5.3 All payments must be in Euros unless other is stated on the invoice or in the place of purchase.

5.4 For courses held in-house or on an in-house TTT the invoicing will happen immediately after the contract has been agreed upon by both parties, unless other is agreed upon in writing. Invoicing will besides the course price and exam fee include travel cost and accommodation expenses for the instructor/trainer. Payment terms will be stated on the invoice.

6. Cancellations, Changes and Withdrawal Participant:

6.1 Cancellation for participation in an open course.

Payments for cancellation will still be effective in the situations were:

- Cancellation is 21 days or more prior to the course start no payment

- Cancellation is between 8 – 20 days prior to course start: Payment 50 % of the total amount

- Cancellation is less than 7 days prior to course start: Payment 100 % of the total amount.

6.2 Cancellation for participation in an event.

Payments for cancellation will still be effective in the situations were:

- Cancellation is 10 days or more prior to the start: no payment

- Cancellation is between 5 – 10 days prior to start Payment 50 % of the total amount

- Cancellation is less than 5 days prior to start Payment 100 % of the total amount.

6.3 Cancellation for participation in a conference.

Payments for cancellation will still be effective in the situations were:

- Cancellation is 150 days or more prior to the start: no payment

- Cancellation is between 90 – 150 days prior to start Payment 50 % of the total amount

- Cancellation is between 90 – 30 days prior to start Payment 75 % of the total amount

- Cancellation is less than 30 days prior to start Payment 100 % of the total amount.

6.4 Changing participants/students:

A participant/student can at any time be substituted by another employee from the same company. In this situation there will be no added costs or fees.

6.5 Cancellation of a membership

Cancellations of your membership can be accepted at any time, however, no refund of the annual fee will be given either in part nor full.

6.6 At agreement on contract terms regarding any form of education, besides open courses cf. 4.1, there will be 14 days window of withdrawal from the contract. If the need occur for a change for the date of the course ITAMOrg will consider a solution to satisfy all parties were the request is in written form and it is plausible and within reasonable time.

7. Cancellation ITAMOrg:

7.1 Open courses:

ITAMOrg reserve the right to cancel individual participation in an open course at any given time up to the start date. ITAMOrg will attempt to inform the costumer as soon as possible after the realization of a course cancellation. It is the responsibility of ITAMOrg to only refund payment from the costumer in direct relation in situations where there are not enough participants or other circumstances were ITAMOrg is forced to cancel.

7.2 General:

In any case were for any and all reasons ITAMOrg or any of its CTPs is not able to start or finish education, events or conference due to illness or the trainer/instructor leaving ITAMOrg or its CTPs, or any circumstance outside of the scope of control, ITAMOrg will in collaboration with the costumer try to find a new date for the course and move this within reasonable time. New dates for cases of conference and events ITAMOrg will set a new date at their discretion with consideration of the participants if possible.

8. Changes:

8.1 ITAMOrg reserve the right to change any part of an already announced course, events and conference including date, instructor, speakers, location and content in the case were it is deemed necessary do to circumstances outside the control of ITAMOrg. ITAMOrg will to the widest extend try to keep the changes as close as possible to the original plan. ITAMOrg will under these circumstances not be accountable for any cost the costumer might end up with in connection to the changes.

9. Documentation use participants/students:

9.1 ITAMOrg or its CTP cannot be held liable in case of any losses that relates to the business including revenue etc. or adhere from related consequences that a costumer may have endured as a result of a employees use of the information obtained from education, event or conference participation by ITAMOrg or its CTPs. By this it is meant that any information given to the participant/student in these situations situation is viewed by a ITAMOrg as a general theme for standards, procedures, rules and/or exercises for the individual participants/students use in its own organisation as described by the employer. Should a participant/student do anything because of the knowledge obtained in these situations it is on the employee.

10. Rights

10.1 All materials (including books, hand-outs, materials and assignments) are copyrighted and are the property of ITAMOrg, its CTPs or the owner indicated on the materials. The documentation may under no circumstance be copied, summarized or reproduced without the written consent of the copyright owner. Any form of illegal use of the materials will result in prosecution of the abuser or abusers in accordance with Danish law cf. 13.

11. Transfer

11.1 ITAMOrg reserve the right to all materials used in a service performed by ITAMOrg or its CTPs. If the recipient as a part of the offer wants to reproduce ITAMOrg materials internally in its own organisation or in relation to third party it may not happen without the written consent by ITAMOrg.

12. Confidentiality

12.1 ITAMOrg and its CTPs, suppliers and employees have confidentiality in relation to specific and detailed knowledge obtained through education. ITAMOrg do however reserve the right to reuse the general knowledge obtained in relation to education for further dialog with the specific costumer or in case of future project with the costumer or third party.

13. Force Majeure

13.1 Not parties shall be deemed responsible for neither errors nor events that prevent the completion of obligations in that sense that they are a result of circumstance beyond reasonable control of any of the parties.

14. Breach of Terms and Conditions

14.1 In the case of a breach by neither part without do written notice cf. 2, 4, 6 and 7 the other part has the right to cure the needed recourses so that the service can be completed without further delay. If the issue cannot be helped after do notice from the part the other part can claim damages to cover the direct cost related to the cancellation.

If the costumer does not pay its invoices cf. 5 ITAMOrg considers this a major breach and ITAMOrg will reserve the right to annul any and all services and/or products associated with these terms and conditions immediately.

In case of annulment do to major breaches in the contract cf. 12 this is only valid in the case were ITAMOrg has advised the costumer of the missing payment, breach of payment terms by written notice within the time frame set on the associated invoice so that the costumer have do notice to comply with the missing payment within the time frame.

Any breach of the statements above cf. 1-xx from either the costumer or ITAMOrg will be seen as a general breach of any form of service delivered by ITAMOrg.

15. Governing Law

15.1 These Terms & Conditions shall be governed by, and construed in accordance with, Danish Law and shall be subject to the exclusive jurisdiction of the Danish Courts.