

## Terms and Conditions of Use

This is a contract between you and Karneliuk.com. Access to the learning material is provided via our webinar platform, mail and other electronic communication messages. Please carefully read the following terms before starting the course. By making payment for the course you accept and agree to all of the covenants and conditions imposed in this agreement. If you do not agree to these terms, you may not access the training.

By using this service, you agree that you have read, understand and agree to these terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, which modifications karneliuk.com may make at any time. Your continued use of this training service will be deemed your conclusive acceptance of any modified agreement.

### **1. General**

- 1.1. Karneliuk.com reserves the right to change the content of the course at any time.
- 1.2. Customers who fail to complete the e-learning training in the time available will not be eligible for a refund.
- 1.3. Customers will receive an electronic notification via e-mail prior to the course beginning and the end-date.
- 1.4. The detailed schedule of the webinars will be provided on the first instructor-led online training.
- 1.5. All rights not expressly granted herein are reserved.
- 1.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of England, Wales, Ireland and Northern Ireland.
- 1.7. If you do not agree with these Terms and Conditions you must cease the training immediately and notify Karneliuk.com over e-mail to the provided address of your intent not to continue.

### **2. Financial**

- 2.1. Karneliuk.com quotes prices and issues invoices in US dollars (USD). The client must pay in the currency shown on the invoice.
- 2.2. Currency conversion charges from any other currency to that of the invoice is the responsibility of the client.
- 2.3. Any sales taxes relevant to the country where the course takes place will be added to the course fees in accordance with that country's tax regulations.
- 2.4. By making the payment, you are agreeing to our payment terms.
- 2.5. All the expenses related to the money transfer are the responsibility of the client.
- 2.6. Karneliuk.com will raise an invoice for the training before the start of the training. The client must make payment within 10 days of the date on the invoice regardless of training having been started or not.
- 2.7. Karneliuk.com prefers to receive payments electronically via bank transfer or PayPal. Our bank details are noted on our invoices.
- 2.8. Course fees the access to training materials in electronic form and live instructor-led webinars. Each the training materials and access to the webinars are valid to one person only and cannot be exchanged or shared.

- 2.9. Karneliuk.com reserves the right to review the pricing and take appropriate action when changes to the training specification occur beyond our control.
- 2.10. Karneliuk.com reserves the right to charge interest on late payments of invoices at a rate of 8% above the Bank of England's base rate.

### 3. Cancellation Policy

- 3.1. All cancellations must be received in writing to the e-mail address contained in the agreement.
- 3.2. If a customer cannot access the webinar platform zoom.us because he/she fails to meet the required system requirements, then Karneliuk.com will not take responsibility or give a refund to the purchaser. It is the customer's responsibility to test their system for any compatibility issues prior to signing the purchase agreement.
- 3.3. The start date of all access is deemed to be the date that the customer first has access to the e-learning modules. Karneliuk.com will make one attempt to warn the customer when this access period has ended. After this attempt Karneliuk.com can no longer guarantee access to the course or that certification will be possible.

### 4. Refunds

- 4.1. Once the payment is received you will be provided an access to the webinar platform. The training materials will be shared sequentially during the course (you will get corresponding materials after each webinar). No refund is available after you have received the materials or taken part in the webinar.
- 4.2. No refund is given where a customer does not complete the course.
- 4.3. No refund is given where a customer does not use the full number of licenses stipulated in the purchase agreement.

### 5. e-Learning Materials

- 5.1. The training material is property of Karneliuk.com.
- 5.2. This training material has been prepared, maintained, updated and distributed by Karneliuk.com
- 5.3. The use of the training material on our modules is restricted to the Registered User who has been sent the learning materials and the access to webinar platform by Karneliuk.com.
- 5.4. The Registered User shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by Karneliuk.com other than for their own individual training. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
- 5.5. The Registered User shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.
- 5.6. The materials made available by Karneliuk.com are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 5.7. Karneliuk.com does not warrant that the materials will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the customer's responsibility.

- 5.8. Karneliuk.com may make improvements, or changes, to this material at any time without prior notification.
- 5.9. All rights not expressly granted herein are reserved.
- 5.10. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 5.11. If you do not agree with these Terms and Conditions you must cease to use the e-learning immediately.

## 6. Access to the learning materials

- 6.1. Karneliuk.com strives to provide uninterrupted e-learning module content to its customers. To that end, Karneliuk.com will take all commercially reasonable efforts to provide uninterrupted Access of the courses to its customers. However, from time to time, customers may be unable to Access the courses due to conditions beyond Karneliuk.com's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the courses to its customers, Karneliuk.com will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.
- 6.2. Karneliuk.com endeavours to provide the highest quality content to its customers. To that end, Karneliuk.com reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this course in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this module. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on the Karneliuk.com site.
- 6.3. Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and module.
- 6.4. Karneliuk.com shall make reasonable efforts to provide technical support 7 days a week excluding statutory holidays.

## 7. Third-Party Content

- 7.1. Karneliuk.com makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows users to access information found on another site. Additionally, Karneliuk.com does not warrant the existence or functionality of any website which can be accessed through a link located on this site.
- 7.2. Karneliuk.com or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the

source code, the HTML code, the "look and feel" of the Site, its colour combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything you read or see on the Site is copyrighted, trademarked, or otherwise protected and owned or licensed by Karneliuk.com.

- 7.3. Except as expressly stated on the Site or in these Terms, nothing that You read or see on the Site or in the courses may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Karneliuk.com, except as provided in these Terms. Nothing in these Terms grants you an express or implied license to use any of Karneliuk.com's intellectual property.

## 8. Disclaimers and Limitation of Liability

- 8.1. Users access this learning materials at his/her/its own risk. The learning materials are provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Karneliuk.com does not warrant any particular result from use of the content of the learning materials and webinars. Karneliuk.com does not warrant that the information on the site is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the site will be uninterrupted, error-free, virus-free or completely secure.
- 8.2. Under no circumstances and under no legal theory (tort, contract or otherwise) shall Karneliuk.com or any of its affiliates, agents, employees, shareholders, directors, officers, third party content providers, successors or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses.
- 8.3. You use the provided learning materials at your sole risk and any content that you download is downloaded at your own discretion and risk, and you are solely responsible for any damage to your computer system in excess of the amount Karneliuk.com received from students for a course, and for any loss of data that results from the downloading of any such content, including any damages resulting from computer viruses.
- 8.4. In no event will Karneliuk.com be liable for any damages in excess of the amount Karneliuk.com received from the customer for access to a module, even if Karneliuk.com has been informed of the possibility of such damages, or for any claim by any other party.
- 8.5. In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract.
- 8.6. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of Karneliuk.com, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. Karneliuk.com is not liable for

criminal, tortious, or negligent actions or omissions of third parties that affect this service.

## 9. The Contract

- 9.1. When you commit to the purchase of Karneliuk.com e-learning products you agree to be bound by these Terms and Conditions. You agree to use the e learning material for your own personal learning and not to reproduce, sell, hire or copy Module materials (in whole or in part) and not to use such materials except for personal reference.
- 9.2. Access will be given to the instructor-led online training from purchase order received for a duration (usually 10 weeks unless a different period is communicated during the course). After this period, you can continue to use received training materials as described in chapter 9.1, but you will not have access to the recording of the webinars.