

These terms and conditions are in addition to any Course Specific Terms and Conditions and apply to the sale of any Online Course and/or Taught Course. Please read these terms and conditions carefully before purchasing an Online Course and/or Taught Course and print off a copy for Your records.

If there is any conflict between these terms and conditions and any Course Specific Terms and Conditions which might apply to a specific Online Course or Taught Course then the conflict shall be resolved by applying the following order of priority:

1. Course Specific Terms and Conditions;
2. These Standard Terms for the Purchase of Online and Taught Courses.

For purchases via our Website, by clicking on the “I accept the Terms and Conditions” button You agree to the terms of this agreement which will bind You. If You do not agree to these terms and conditions You must cease to continue to purchase any Services from us.

1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by Kitware, Inc. to accompany a course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by You to Kitware, Inc. for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which You learn course materials remotely, including live synchronous courses and asynchronous courses.

“Services” means the provision of the Online Course and/or the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by You through the Website.

“Taught Course” means a course taught by us in a classroom setting to which You attend in person.

“We” means Kitware, Inc.

“Website” means <https://www.kitware.com>

“You” means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect You to confirm that the Services You are purchasing will meet Your needs. We do not make any guarantee to You that You will obtain a particular result, professional qualification or employment opportunity from Your purchase and completion of any of the Services.

3. Ordering Services

Purchasing Services via the Website

3.1. In order to purchase any of the Services on-line You must register via the Website.

Purchasing Services via the Telephone

3.3. When You place an order for a Service via the Website You are offering to purchase the Services on these terms and conditions. Kitware, Inc. reserves the right to cancel or decline Your order or any part of Your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.4. Following receipt by us of Your order for Services via the Website You will receive email confirmation of Your order.

3.5. A legally binding agreement between Kitware, Inc. and You shall come into existence when We have:

(a) accepted Your offer to purchase Services from us by sending You an email confirming the purchase; and

(b) received payment of the relevant Fees from You in accordance with clause 5 below.

3.6. Where Your order consists of multiple Online Courses or multiple Taught Courses , each individual course will be treated by us as a separate offer to purchase.

Acceptance of Your offer to buy one or more courses will not be acceptance by us of Your offer to purchase any other courses which make up Your order.

3.7. Kitware, Inc. does not and is not responsible for booking any examination with any professional body or examination board. It is Your responsibility to ensure that You book prior to the relevant closing date any exam necessary that You wish to take and which may or may not be associated with the subject matter of the Services provided to You by Kitware, Inc.

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by You and formed a legally binding agreement with You in accordance with clause 3.5 above, then You are permitted within 14 working days starting on the day after the date We have concluded our agreement in accordance with clause 3.4, to cancel Your purchase of the Services.

4.2. If You have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then You shall have no right to cancel Your order.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary Your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of Kitware, Inc.

4.4 Kitware, Inc. reserves the right to cancel or reschedule any Online Courses or Taught Courses due to low enrollment, inclement weather, unavailability of teachers, or other extenuating circumstances. In the event of cancellation, refunds will be issued within thirty (30) days of notice of cancellation.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website.

5.2. Unless otherwise specified at the time You purchase the Services the Fees are exclusive of VAT or other local taxes, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to You.

5.3. Fees for the Service selected by You on the Website or purchased over the telephone shall be debited from Your credit / debit card at the time of purchase. Fees must be paid in full prior to You attending any Taught Course or accessing any Online Course.

5.4. Any fees charged by Your debit or credit card provider in connection with Your purchase of Services shall not be the responsibility of Kitware, Inc.

5.5. You shall be responsible for all costs You incur in connection with Your attendance at any Taught Courses or Your access onto any Online Course.

6. Liability

6.1. ALTHOUGH KITWARE, INC. AIMS TO PROVIDE THE SERVICES TO THE HIGHEST STANDARDS OF THE INDUSTRY, IT ACCEPTS NO LIABILITY FOR (i) ANY INACCURACY OR MISLEADING INFORMATION PROVIDED IN THE COURSE MATERIALS AND ANY RELIANCE BY CLIENT ON ANY SUCH INFORMATION, (ii) ANY LOSS OR CORRUPTION OF DATA, (iii) ANY LOSS OF PROFIT, REVENUE OR GOODWILL, or (iv) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS ARISING FROM ANY BREACH OF THE TERMS OF THIS AGREEMENT.

6.2. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, KITWARE, INC. MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND KITWARE, INC. SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

6.3 KITWARE, INC.'S TOTAL LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND IN RELATION TO ANYTHING WHICH WE MAY HAVE DONE OR NOT DONE IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE DELIVERY OF THE SERVICE (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE FEES RECEIVED BY US IN CONNECTION WITH THE RELEVANT ONLINE COURSE OR TAUGHT COURSE IN RELATION TO WHICH A DISPUTE HAS ARISEN.

6.5. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Kitware, Inc. or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorized to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, or reverse engineer any software forming part of the Online Courses.

Breach by You of this clause 7.2 shall allow us to immediately terminate these terms and conditions with You and cease to provide You with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by You, We grant to You a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course and to be used as Your own personal reference materials.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide You with any Services with immediate effect in the event that You:

- a. fail to pay when due Your Fees;

- b. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Kitware, Inc., any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
- c. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- d. intentionally or recklessly damage our property or the property of our employees or other students attending our premises;
- e. are intoxicated through alcohol or illegal drugs while on our premises;
- f. commit any criminal offence committed on our premises or where the victim is our employee or student;
- g. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to You and cannot be transferred or assigned to any other person.

We may assign, transfer, sub-contract any of our rights or obligations hereunder to any third party at our discretion.

11. Entire Agreement

These terms and conditions, together with Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that You have not relied on any representations in entering into these and any other terms and conditions with us.

12. Force Majeure

Kitware, Inc. shall not be liable to You for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes, pandemics and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a

course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. Law and Jurisdiction

This Agreement shall be governed by the laws of the State of New York, without giving effect to any principles regarding conflict of laws

14. Notices

You can contact us at:

Email: kitware@kitware.com