

# PROFESSIONAL EDUCATIONAL SERVICES

# TERMS AND CONDITIONS

### INTRODUCTION

Customer's use of and access to the insightsoftware professional training services ("Training") is subject to the terms and conditions herein, as modified from time to time in insightsoftware's sole discretion. Customer is encouraged to check these additional terms and conditions regularly to ensure that Customer is aware of all terms governing Customer's use of the Training. Customer's continued use of and/or access to the Training following any modifications to these additional terms and conditions shall constitute Customer's acceptance of such modified additional terms and conditions.

Customer is responsible for all computer hardware and software required to access the eLearning Library including establishing and maintaining Customer's network connectivity and sufficient bandwidth (at least 64kbps) between Customer's facilities and the Internet. Customer is responsible for the actions of all users who obtain access to the eLearning Library, directly or indirectly by Customer. In the event of any breach of this Agreement by any user, Customer shall be fully liable for any such breach.

Access to the eLearning Library is provided based on annual subscription terms for the number of Users and eLearning content authorized pursuant to the applicable Order Form. Customer's access to the eLearning Library shall not exceed the number of user subscriptions it has purchased as set out in the Purchase Document. User subscriptions shall be provided to designated users and not shared or used by more than one user, but Customer may re-assign user subscriptions.

Customer and its users shall (a) use the eLearning Library only for lawful purposes; (b) observe the procedures which insightsoftware may from time to time prescribe for the eLearning Library; (c) not make the eLearning Library available to anyone other than users; (d) not copy, frame or mirror any part of the eLearning Library other than for Customer's own internal business purposes; or (e) not access the eLearning Library to copy its features, functions or graphics. Customer agrees to be fully liable and responsible for any breach of any eLearning Library terms and conditions caused by the acts or omissions of its users.

Customer acknowledges that insightsoftware will from time to time during the term be required to temporarily reduce or interrupt access to the eLearning Library to conduct Maintenance.

insightsoftware and its licensors retain ownership of and all other rights in the eLearning Library. Other than as expressly set forth herein, nothing in this Agreement grants Customer any right, title, license or interest in or relating to the eLearning Library, and insightsoftware and its licensors reserve all rights, title and interest in and to the eLearning Library and its confidential information, including all related intellectual property rights

## **Rescheduling Policy**

Because insightsoftware reserves the scheduled dates and times for your personal use thereby preventing us from scheduling those times for other customers on those date(s), the following rescheduling fees will apply.

Rescheduling Notice (in <u>business days</u> prior to course start date)	Fee (% of total course cost)
Greater than 15 days	0%
15 - 10 days	25%
9 – 5 days	50%
Less than 5 days or no-show	100%

- There are no cancellations, no refunds on training.
- Customers have up to one year from the effective date of the Purchase Document to complete the training. If the training is not completed by that date, it will expire.



- Substitutions are permissible if notification if received within 48 hours of class start time to allow for access to be provided to trainee.
- As with any onsite service, customer must reimburse for any travel that we have incurred because of the reschedule.

### **PROFESSIONAL SERVICES FEES**

All training is billed up front, fixed fee.

Professional Service Fee estimates are exclusive of out-of-pocket travel and living expenses such as airfare, mileage, hotel accommodation and per diems which will be billed to Customer separately.

### **COMPLAINT RESOLUTION POLICY**

If you have concerns or complaints regarding a learning session, please feel free to express yourself with the course survey forms, which will be provided at the end of the training session. If you wish to escalate further, please contact: <a href="mailto:learning@insightsoftware.com">learning@insightsoftware.com</a>

#### ACCREDITATION

insightsoftware is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Courses that display CPE credits on its course page will award CPE credits. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: <a href="https://www.nasbaregistry.org">www.nasbaregistry.org</a>



## **DELIVERY METHODS**

There are two methods of delivery for many of the courses:

**Group Live Classroom** - An instructor leads a class using methods such as lecture, demonstration, and guided demonstration. Students perform tasks on a live application in a classroom setting.

Group Internet Based – Instructor Led Classroom - An instructor leads a virtual class using the same methods as a group live classroom, but students are remote. Students perform tasks on a live application remotely. The primary difference is that students connect to the virtual classroom through an internet browser.

#### **Recording Training Not Permitted**

To protect our IP, recording training classes is not permitted.