

Project Management Academy Purchase Agreement

1. Parties

This purchase agreement is between you (the "purchaser" or "student") and Educate 360, LLC, a Delaware limited liability company, dba Project Management Academy. You may contact us at: 1241 Cumberland Ave STE A West Lafayette, IN 47906-1304, tel. (877) 637-0450.

2. Copyright Ownership and License

Educate 360, LLC owns copyrights for instructional materials that you receive from us. You are vested with a personal use license for the instructional materials, for the sole purpose of our training of you in the curriculum for the course(s) that you purchase from us. Please note that your course may be recorded. No personally identifiable information -- including your name, image, or likeness -- will be visible, disclosed or shared with anyone viewing the recording of the course. You hereby assign to Educate 360 the copyright in your recorded dialog with the instructor in the course that you attend.

3. 100% Money-back Guarantee

a. PMP® Exam Prep Boot Camp

To qualify for the 100% money-back guarantee for the PMP Exam Prep Boot Camp, you must meet the following criteria: You must attend the entire four-day course, missing no more than one (1) hour. You must complete a full-length mock exam and three full-length practice exams from our online portal. You must send post-exam assessment reports to contact@projectmanagementacademy.net or fax them to 408-521-3770 within ten (10) business days of failing the exam. If you qualify for the 100% money-back guarantee and fail the PMP exam a total of three (3) times within 120 calendar days following completion of the course, Project Management Academy will refund in full your tuition payment.

b. CAPM Exam Prep Boot Camp

To qualify for the 100% money-back guarantee for the CAPM Exam Prep Boot Camp, you must meet the following criteria: You must attend the entire three-day course, missing no more than one (1) hour. You must complete a full-length mock exam and three full-length practice exams from our online portal. You must send post-exam assessment reports to contact@projectmanagementacademy.net or fax them to 408-521-3770 within ten (10) business days of failing the exam. If you qualify for the 100% money-back guarantee and fail the CAPM exam a total of three (3) times within 120 calendar days following completion of the course, Project Management Academy will refund in full your tuition payment.

c. PMI-ACP Exam Prep Boot Camp

To qualify for the 100% money-back guarantee for the PMI-ACP exam prep boot camp, you must attend the entire two-day course, missing no more than one (1) hour. You must complete one full-length practice exam from our online portal. You must send post-exam assessment reports to contact@projectmanagementacademy.net or fax them to 408-521-3770 within ten (10) business days of failing the exam. If you qualify for the 100% money-back guarantee and fails the PMI-ACP exam a total of three (3) times within 120 calendar days following completion of the course, PMA® will refund in full your tuition payment.

d. Above-described refunds will be sent via a paper check mailed to the student within thirty (30) days after Project Management Academy receives proof of the third exam failure. Under no circumstances shall the amount refunded be greater than the amount paid for the course.

4. Business-to-Business Training Provider

Project Management Academy is a business-to-business training provider and provides instructional services only to individuals who are sponsored by an employer which pays for or plans and carries out a project or activity (each employer being a "Sponsor"). Project Management Academy does not permit individual members of the public to directly register for Project Management Academy instructional services, except in cases where the individual enrollee is being sponsored by a Sponsor. By registering for Project Management Academy's instructional services, you represent and warrant that: 1) you have permission from your Sponsor to receive instructional services from Project Management Academy; 2) you are an employee of a Sponsor which pays for the instructional services provided to you; and 3) you agree to furnish to Project Management Academy any additional documentation necessary to verify your eligibility to receive the instructional services or to verify your compliance with the terms and conditions of this Purchase Agreement. In the event that Project Management Academy determines that you are not eligible to enroll in the instructional services, Project Management Academy may, in its sole and absolute discretion, reject your enrollment and terminate your license for all instructional materials. For more information, please contact us at (877) 637-0450.

5. Registration and Payment

a. Purchases are refundable only within 24 hours of the time you made your purchase, after which all purchases are non-refundable.

b. Project Management Academy offers a generous and flexible reschedule policy. If you are unable to travel to the course for which you are registered, the course may be delivered to you Virtually (Live Online) on your scheduled course date. If your schedule does not allow you to attend your course In-Person or Virtually on your scheduled date, you may transfer your course registration to a future date on which the course is being offered, provided you notify us of your request at least seven (7) days prior to the start date of your scheduled course. Project Management Academy does not limit the number

of times you can reschedule your course. Your course registration, however, must be used within 1 year of the purchase date, after which the full tuition will be forfeited.

c. In the event a public emergency prevents the running of an In-Person course in your scheduled location, we will offer you the opportunity to attend the course Virtually (Live, Online).

d. Purchases of course vouchers are non-refundable. Course vouchers must be used within 1 year of the purchase date or the full tuition will be forfeited.

e. If you disrupt a course session, we reserve the right to remove you from the course. In the event you are removed from a course, you will have no right to a refund.

f. Failure to attend an In-Person or Virtual Online course for which you are registered without written notification prior to the start date of the course will be considered a 'no show' and will result in forfeiture of the full tuition fee.

g. All transfer, cancellation, and refund requests must be made in writing via email to contact@projectmanagementacademy.net or via fax to 408-521-3770. In the event that we elect in our discretion to refund a course fee paid by you, the refunded amount will be credited to the credit card that you used for the purchase or a check will be mailed to the your billing address within fourteen (14) calendar days after the request is approved.

6. Subscription & Membership Renewals

Project Management Academy's membership and subscription products automatically renew (the "Renewal") at the end of the membership or subscription term. By purchasing a membership or subscription product, you authorize Project Management Academy to charge your credit card at the time of the Renewal at the then current membership or subscription rate. Products, and the current rates, currently covered under these Renewal terms and conditions are:

Product	Term	Rate
PMAccelerate Membership	1-Year	\$99/year
1-Year Club PDU Subscription	1-Year	\$495/year

You may opt-out of the automatic membership or subscription Renewal at any time prior to the Renewal date by contacting customer support at 877-637-0450 and requesting cancelation of the membership or subscription. Canceling your membership or subscription during any term of your membership or subscription will not terminate your access or benefits until the end of the then current term. No refunds will be issued for cancelling a membership or subscription during the initial term nor after a Renewal has been processed.

7. A la Cart PDU® Policy

Per the PMA srt PDU® Policy satisfaction guarantee, if you are not satisfied with the quality of an a la cart PDU course, PMA will return the PDU credits back to you. Requests under the satisfaction guarantee must be made within three (3) days of starting a PDU course. Once you click the "Agree" button to issue the certificate of completion, no claims can be made under the satisfaction guarantee. Requests under the satisfaction guarantee must be made in writing via an email sent to contact@projectmanagementacademy.net.

8. PMP Exam Simulator Policy

Per the PMA satisfaction guarantee, if you are not satisfied with the quality of your standalone PMP Exam Simulator purchase, PMA will refund your original purchase amount. Requests under the satisfaction guarantee must be made within two (2) days / 48-hours of purchase. Once you complete two (2) full-length practice exams (180- questions each), no claims can be made under the satisfaction guarantee, regardless of the timeframe in which they were taken. Requests under the satisfaction guarantee must be made in writing via email sent to contact@projectmanagementacademy.net.

9. Disclaimers

a. PROJECT MANAGEMENT ACADEMY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE. OUR PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

b. WE DO NOT GUARANTEE OR WARRANT YOUR ELIGIBILITY TO SIT FOR THE PMP EXAM. THE PROJECT MANAGEMENT INSTITUTE, AT ITS SOLE DISCRETION, MAKES SUCH ELIGIBILITY DECISIONS. SINCE ELIGIBILITY DECISIONS ARE MADE BY A THIRD PARTY, WE MAKE NO GUARANTEE AS TO YOUR ELIGIBILITY TO SIT FOR THE PMP EXAM NOR DO WE GUARANTEE THAT YOU MEET ALL OF THE REQUIREMENTS TO SIT FOR THE PMP EXAM. YOU AGREE NOT TO HOLD US RESPONSIBLE FOR YOUR ELIGIBILITY TO SIT FOR THE PMP EXAM. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO RECOURSE AGAINST US IF YOUR ARE DENIED PERMISSION TO SIT FOR THE PMP EXAM. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THOSE EXCLUSIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability

a. In no event shall we be liable to you for indirect, special, punitive, incidental, reliance, exemplary, or consequential damages (whether loss of profits, loss of expected savings, or otherwise). In no circumstance shall our total liability to you exceed the amounts paid by you to Project Management Academy for course enrollment.

b. The foregoing limitations of liability and disclaimers apply regardless of the form of the action, whether sounding in contract, warranty, strict liability, negligence, or other tort. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, our liability in such jurisdictions shall be limited to the extent permitted by law.

11. Governing Law; Exclusive Venue

a. This Agreement and your use of our website and services are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

b. You expressly agree that all lawsuits arising under or in connection with your purchases from us, our instructional services, and our relationship with you shall be filed exclusively in courts of competent jurisdiction in the State of Indiana, USA. You submit to the exclusive jurisdiction of courts of competent jurisdiction in the State of Indiana, USA, with respect to any dispute with Educate 360, LLC. dba Project Management Academy. You waive any defense or argument claiming that courts of competent jurisdiction in the State of Indiana, USA, do not represent the preferred venue, lack personal jurisdiction, or are inconvenient or otherwise unsuitable based on the doctrine of forum non conveniens.