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(d) You agree to indemnify and hold CTCLC, partners, or subsidiary organizations, officers, agents and employees, harmless from any claim, loss, demand, or damage, including reasonable attorneys' fees, asserted by any third party resulting from your breach of any provision of these Terms, your negligent or wrongful acts, and/or your violation of any applicable laws.

7. MODIFICATION OF AGREEMENT OR SERVICE

(a) CTCLC has the right to modify these Terms in any manner and at any time, without notice or liability. Any modification is effective immediately upon posting on the Site. Your continued use of the Site following any modification of these Terms means you accept and agree to such modification(s). You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of CTCLC in providing the Site, is to cease use of the Site.

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8. FEES, REFUNDS, CANCELLATIONS, & OTHER CONSIDERATIONS

Acceptable Methods of Payment

CTCLC accepts Visa, MasterCard, American Express, (**3% fee** applies to all Credit Card Payments) Wire Transfers (\$25 processing charge), Cisco Learning Credits*, and corporate checks from all companies. All necessary payment information is to be received at least fifteen (15) business days before the start date, or upon sign-up, whichever is later.

*Cisco Learning Credits are only accepted through the Cisco Class Locator link- <https://learninglocator.cloudapps.cisco.com/#/home>.

Purchase Orders must be received at least fifteen (15) business days before the start of the course, or upon receipt of invoice, whichever is later. Payment on Purchase Orders must be received no later than fifteen (15) days after the course date. If you would like to submit a Purchase Order, please contact us at 219-764-3800 x101 or email ddoan@ctclc.com.

Fees

The fee covers course tuition and all course materials. Payment (corporate check, American Express, Visa, or MasterCard) must be received fifteen (15) Business days prior to the course date unless the course has not yet been confirmed it will run by CTCLC. For students outside the U.S., fees will be converted by your credit card company to U.S. funds.

Training Guarantee

CTCLC has a 100% training guarantee. You may retake the same version of the class you attended, within 6 months if necessary. This **does not** cover any labs that were purchased at the time of the original class, you will be required to purchase the labs a second time for the retake class.

Cancellation and Rescheduling (Public, Private, Custom Training)

All requests to cancel or reschedule a registration (20) or more Business days prior to the originally scheduled class start date without **forfeiting any funds** by submitting a written notice via email to ddoan@ctclc.com.

If CTCLC cancels a course for any reason, liability is limited to the registration fee only. CTCLC will contact the student by phone or email as part of the cancellation process to attempt to arrange another suitable date for training.

a) Public Training Cancellation/Rescheduling Terms

- a) A customer may reschedule a class (20) or more Business days prior to the originally scheduled class start date without penalty.
- b) Rescheduling will be defined as:
 - i. transferring registration to the same course on a different date,
 - ii. transferring registration to another student in the same class, notice must be received within (5) Business days prior to the originally scheduled class start date; but are subject to a 5% transferring fee.
 - iii. transferring to another course of equal or lesser value up to six (6) months from the originally scheduled class start date.
- c) If a customer reschedules fewer than (10) Business days before originally scheduled class start date, or reschedules for a second time, the entire original course fee may be forfeited.

- d) If CTCLC representatives determine a course forfeiture, an additional course fee will be required for the new registration.
- b) Private Training Cancellation/Rescheduling Terms**
 - a) Private Group Trainings can be rescheduled with a notice of (20) Business days or more, before the originally scheduled class start date.
 - b) 50% of the class charges will be forfeited if a cancellation/reschedule is requested (between 11-19) Business days prior to the originally scheduled class start date.
 - c) 100% of the class charges will be forfeited if a cancellation/reschedule is required with (10) or less Business days of the originally scheduled class start date.
- c) Custom Training Cancellation/Rescheduling Terms**
 - a) Once CTCLC Work has Started on a Custom Class 50% of the Cost of the Class is Non-refundable.
 - b) Custom Classes can be rescheduled with a notice of (20) Business days or more, before the originally scheduled class start date.
 - c) 75% of the class charges will be forfeited if a cancellation is requested (between 11-19) Business days prior to the originally scheduled class start date.
 - d) 100% of the class charges will be forfeited if cancellation/reschedule is required with (10) or less Business days of the originally scheduled class start date.
- d) Partner Delivered Training Cancellation/Rescheduling Terms**
 - a) A customer can request to cancel or reschedule from a partner delivered class with a notice provided (20) Business days prior to the start date of class. Failure to provide proper notice will result in a forfeiture of 100% of the training fee.
- e) eLearning Cancellation Terms**
 - a) Once the eLearning course has been assigned to a learner, no cancellation/reassignment or refund is permitted.

Substitutions

Substitutions are permitted prior to the start of the class but are subject to a **5% transferring fee**. All substitutions must be submitted in writing to ddoan@ctclc.com or call 219-764-3800 prior to the start of class.

No Show

Failure to attend without written notice prior to the start date of the course will be considered a "no show" and will result in forfeiture of the full course price.

Schedule

CTCLC courses are delivered live online and generally start at 9:00 am CST. You will be notified of the official start time as part of your sign-up process.

FORCE MAJEURE CLAUSE

CTCLC shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. DATA PROTECTION

CTCLC and you shall comply with the provisions of applicable data protection laws. CTCLC takes the protection of your personal data very seriously and strictly abides by the data protection laws that apply to it. CTCLC collects, processes and uses your data for the implementation and processing of the contractual relationship with you. Your data will not be shared with third-party advertisers without your prior consent. Non-personal or anonymous data may be collected automatically to improve functionality and your experience with our Product, in particular, to facilitate and improve the provision of software updates, Support, Content, and other services.

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(a) Failure by CTCLC to enforce any provision(s) of these Terms shall not be construed as a waiver of any provision or right.

(b) These Terms, and all other aspects of your use of the Site, shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. No action of any kind or nature arising out of these Terms, or out of any use of the Site, may be brought by either CTCLC or you more than one year after the date on which the cause of action first arises. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Porter County, State of Indiana, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce any claim arising under these Terms, the prevailing party will be entitled to costs and attorneys' fees.

(c) These Terms constitute the entire agreement between you and CTCLC with respect to the Site and supersedes all prior agreements or understandings between you and CTCLC with respect thereto.

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