

#### DISCLAIMER - CIOC INSTITUTE

Disclaimer/ Cancelation and refund policies

# By getting register you read Disclaimer and agree Cancelation and refund policies

This is a contract with Cioc Institute access to the online materials is through our e-learning site. Please carefully read the following terms before accessing this site or using a module. By accessing the site (which includes, visiting, registering, purchasing or accessing a 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 site. 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 Cioc Institute may make at any time. Your continued use of this site will be deemed your conclusive acceptance of any modified agreement.

#### 1) General

- 1.1 Cioc Institute reserves the right to change the content used at any time.
- 1.2 Customers who fail to complete the e-learning module in the time available will not be eligible for a refund and will not receive their certificate.
- 1.3 Customers will receive an electronic notification prior to the course end date.
- 1.4 All rights not expressly granted herein are reserved.
- 1.5 These Terms and Conditions shall be governed by and construed in accordance with the laws of Canada
- 1.6 If you do not agree with these Terms and Conditions you must cease your registration immediately.

### 2) Financial

- 2.1 Cioc Institute quotes prices in Cad dollars and issues invoices in CAN dollars. The customer 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 signing our purchase agreement, you are agreeing to our payment terms.
- 2.5 Cioc Institute will raise an invoice for the module fees and any certification / exam fees before the start of the training. The client must make payment before accessing the course the date on the invoice regardless of training chosen.
- $2.6\ Cioc\ Institute\ prefers\ to\ receive\ payments\ electronically.\ Our\ bank\ details\ are\ noted\ on\ our\ invoices.$
- 2.7 Course fees include the training materials to a limited period of time to and appropriately qualified course content. Each access is valid to one person only and cannot be exchanged or shared.
- 2.8 Cioc Institute reserves the right to review the pricing and take appropriate action when changes to module specification occur beyond our control.
- 2.9 All discounts, whether advertised or stated in correspondence, are mutually exclusive i.e., only one discount can be applied to any one booking.
- 2.10 All the course must have been paid in order to have access to the training.

### 3) Cancellation policy

3.1 Independent student, all cancellations are non-refundable or exchangeable for online courses.

Full-time student and part-time student all cancellations are non-refundable but courses are exchangeable at a cost for online courses. the fact that the student does not attend or misses the lessons is not considered as a notice of departure or cancellation. Penalty for international student enrolling part-time and full-time student for the immersion program: (oral expression and oral comprehension), we keep one month plus 10% for the administrative costs of the total enrollment for accommodation only with written proof of visa denial or a certify medical letter.

- 3.2 If a client cannot access the module online via www.ciocinstitute.com because it does not meet the system requirements of having a computer and an internet connection. By not completing the program or failing the courses, Cioc Institute will not take any responsibility or reimburse the purchaser. It is the customer's responsibility to test their system for any compatibility issues before signing the purchase contract.
- 3.3 The start date of any access is considered to be the date on which the client first has access to the e-learning modules. Cioc Institute will not make any attempt to notify the client when this access period is over. The Cioc Institute cannot guarantee access to the course or this certification will not be possible. Unless you pay for an extension.

### 4) Refund

- 4.1 Once purchase agreement is returned you will be given automatic access to the online materials for online learning, no refund is available for academic courses, tests, phonic comprehension and oral courses.
- 4.2 No refund is given where a delegate does not complete the course or submit an assessment.
- 4.3 No refund is given where a customer does not finish the course agreement.

### 5) Online Materials

- 5.1 The training material is property of Cioc Institute.
- 5.2 This training material has been prepared, maintained, updated and distributed by Cioc Institute.
- 5.3 The use of the training material on our modules is restricted to the Registered User who has been supplied with the log in details by Cioc Institute.
- 5.4 The Registered User shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by Cioc Institute 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 Cioc Institute 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 Cioc Institute 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 Registered User's responsibility.
- 5.8 Cioc Institute 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 Canada.
- 5.11 If you do not agree with these Terms and Conditions you must cease to use the online courses immediately.

#### 6) Access to the modules

6.1 Cioc Institute strives to provide uninterrupted e learning module content to its customers. To that end, Cioc Institute will take all commercially reasonable efforts to provide uninterrupted Access of the courses to its customers. However, from time to time, customers during the time of registration may be unable to Access the courses due to conditions beyond Cioc Institute 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, Cioc Institute 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 without burdensome use or expenditure of time, resources, personnel or money.

6.2 Cioc Institute endeavours to provide the highest quality content to its customers. To that end, Cioc Institute reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this module 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 the Cioc Institute 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.

### 7) Contenu tiers; Hyperliens

- 7.1 Cioc Institute makes no warranty, express or implied, as to the accuracy, merchantability, fitness for a particular purpose, or non-violation of information provided by third parties. This includes, but is not limited to, any information found at a link on this site that allows users to access information found on another site. In addition, Cioc Institute does not guarantee the existence or functionality of any website accessible through a link located on this site.
- 7.2 Copyrights, Trademarks, and Other Proprietary Rights.
- 7.3 Cioc Institute or its third-party content providers will retain all worldwide intellectual property rights in and to 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 color combinations, its layout and all other graphic elements, as well as the copyright in and over its original content. You should assume that anything you read or see on the Site is copyrighted, trademarked or otherwise protected and owned or licensed by Cioc Institute.
- 7.4 Unless expressly stated on the Site or in these conditions, 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 purposes without the prior written consent of Cioc Institute, except in the cases provided for in these conditions. Nothing in these Terms grants you an express or implied license to use the intellectual property of Cioc Institute.

## 8) Disclaimers and Limitation of Liability

- 8.1 Users access this site at his/her/its own risk. The site is 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. Cioc Institute does not warrant any particular result from use of the software or site. Cioc Institute 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 Cioc Institute 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 Your use of this site is 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 Cioc Institute 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 Cioc Institute be liable for any damages in excess of the amount Legal-Island received from the customer for access to a module, even if Legal-Island 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 Cioc Institute, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. Cioc Institute is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this site.

# 9) The Contract

- 9.1 When you commit to the purchase of Cioc Institute online courses 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. Access will be given to the online materials from the date of purchase order received for a fixed registration period (usually 4 weeks to a year for training and for language one week to 12 weeks unless a different period is indicated on your receipt). Access for independent candidate in all time with limitate learning time. After this period, you may apply to have access extended provided a satisfactory reason is given. We reserve the right to refuse access after the initial period at our sole discretion. All course are available 24 hours 7/7.
- 10) Certificate In order to print a certificate for achieving Cioc Institute's the student must have completed then all the courses the training online and pass with 80% of average.

At times a short stop could occur to ensure the maintenance of the site www.Cioc Institute.com. System updates will be made. A message will be sent to registered students and for future students a message will be conveyed as a warning. All the term and price are subject to change at anytime.