General Terms and Conditions for People & Business Assurance, Training & Skills Development Services

1. Scope

1) These terms and conditions are applicable to the administration, delivery, and assessment of Academy services, including in-house and public trainings, personnel certification programs, e-learning, and live online training/virtual classes, hereinafter referred to as the "*Organizer*," provided by **TÜV Rheinland Philippines, Inc.**
2) Any pre-existing general terms and conditions of business or purchase of the client/partifcipant shall not be considered a part of the agreement unless expressly approved by the *Organizer*.

2. Effectivity of Contract and Registration

1) The prices and training offerings published on the *Organizer*'s website are not binding. The *Organizer* reserves the right to withdraw or modify them at any time until the acceptance of the client's order.
2) For in-person training programs, the contract becomes effective upon written confirmation (including electronic means) of the registration by the *Organizer*.
3) For e-learning and live online training/virtual classes, the contract comes into effect once the *Organizer* provides the client with access data (username, link, and password).
4) While the *Organizer* strives to ensure the availability of the courses listed on the website and official social media channels, it cannot guarantee the availability of all courses at the time of order. If the *Organizer* is unable to fulfill the client's order, it may refuse it without further liability, in which case, the client will be informed and all payments already made will be reimbursed.
5) If the minimum number of participants/enrollment/registration is not met, the *Organizer* reserves the right to cancel, postpone, or reschedule the training engagement.

3. Eligibility

1) The applicant or participant is solely responsible for meeting the admission requirements.
2) If admission requirements are applicable, the *Organizer* has the right, but not the obligation, to verify if the participant meets these requirements. Participants may be asked to provide necessary documents for this purpose.
3) For all Personnel Certification (PersCert) and accredited programs, participants are required to complete the pre-assessment as part of the admission process.

4. Provisioning of Services

1) The *Organizer* reserves the right to determine the method and type of service delivery in line with the training program/course outline.
2) Subcontractors, especially lecturers and speakers/trainers, can be utilized for service provision without requiring the client's consent.
3) The *Organizer* reserves the right to change speakers/trainers and/or relocate or modify the program schedule, as long as the event's objectives are not fundamentally altered.
4) Content changes that modify the course objective are allowed if consented or requested by both parties.
5) Statements and explanations about professional training, PersCert, and accredited training services in promotional materials, on the *Organizer*'s website, and in documentation are intended solely as descriptions of training programs.
6) If changes to the training venue are necessitated due to health and safety considerations or unforeseen events, adjustments to the training duration may be made as necessary.
7) For Personnel Certification (PersCert) and accredited training (IRCA, etc.) courses, participants are required to attend a specific number of days to qualify for the certification examination as stated in the approved examination regulations.
8) For Personnel Certification (PersCert) and accredited training (IRCA, etc.) courses, examinations can be taken in person or through online proctored appointment (OPA) or onsite test event (OTE). Participants who fail any of the certification examinations may retake the examination within 30 days following the release of results.
9) Personnel Certification (PersCert) is valid for three years following the release of the certificate and signet, subject to renewal.
10) For IRCA LATC training courses, certificates retain their validity for a period of five years, commencing from the final day of course attendance. Should any participant not pass any of the IRCA LATC examinations, they are permitted to retake the test within a year from the last day of training. Please note that this will incur additional fees.
11) E-learning courses are generally accessible 24 hours a day, seven days a week, with a guaranteed availability of 98% within the calendar year. Availability is calculated as follows: availability = (total time - total downtime) / total time.
12) For live online/e-Learning courses/virtual classes, the access data is intended solely for one user. The client/participant is obliged to keep the access data and passwords confidential to prevent unauthorized access by third parties.

5. Client/Participant Obligations

1) The client/participant is expected to respect the house rules applicable to the training, follow instructions from the trainers, training staff, representatives of the *Organizer*, and its free agents, and regularly attend face-to-face and online training events.
2) The client/participant is responsible for checking the technical requirements for access to the courses and bears all costs related to these requirements. The *Organizer* shall inform the contract partner of the required browser and is not liable for any failure of the participants to attend any training program due to issues with internet connection requirements and hardware/software specifications.

6. Client/Participant Obligations During Training Events

1. The client/participant must perform all necessary actions of cooperation before, during, and after the training.
2. Unless otherwise agreed, training documents, aids, equipment, training rooms, and other necessary resources for performing the services should be made available without charge. Additionally, the client's collaborative activities must comply with all relevant legal provisions, standards, and health and safety regulations.
3. For in-house trainings (face-to-face/virtual), if the number of participants exceeds the amount agreed upon in the written agreement, causing repeated or delayed work due to late, incorrect, or incomplete information, the *Organizer* reserves the right to invoice these additional expenses.

7. Scheduling Confirmation for Training and Certifications Events

1) The contractually agreed service periods and dates for in-house events are based on the estimated scope of work and the information provided by the client. They are considered binding only if confirmed in writing by the *Organizer*.
2) Insofar as the schedule has been confirmed in writing, it will take effect once the client has submitted all necessary documents. This condition also applies according to the agreed submission dates. The client's request for an extension of the submission deadline is subject to the *Organizer's* approval.

8. Use Rights of *Organizer*'s Proprietary Materials

1) Unless otherwise specified, there is no express or implied transfer or granting of licenses or rights to training documents, software, copyrights, usage rights, brands or trademarks, or their applications.

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2) The *Organizer* exclusively retains copyrights, usage rights, and/or property rights to training materials for the ongoing enhancement of its systems, software, processes, and methods, developed independently or by its agents.
3) Any commercial redistribution such as selling, renting, leasing, or lending of courses and their respective contents or documents is strictly prohibited.
4) The *Organizer*'s seminar documents provided to clients or participants become their property for internal use only. They cannot be duplicated, manipulated, disseminated, or used for public reproduction without the *Organizer*'s written consent. In this context, clients will sign a waiver regarding the use of training materials and copies of relevant standards (e.g., ISO 9001).
5) To facilitate service provision, the *Organizer* grants the client usage rights to the work results within the Republic of the Philippines, specifically for the contract's purpose. This principle also applies to services rendered under the contract, to which the *Organizer* retains exclusive usage rights.
6) Should the *Organizer* design a unique training program for the client, particularly for in-house events, the client obtains a non-exclusive, geographically unrestricted, non-transferrable right to use the corresponding documents for the contract duration. Without the *Organizer*'s prior written consent, the client cannot modify these documents/training materials.
7) Protected logos, brands, and symbols of the *Organizer* may only be used for promotional purposes with necessary usage authorization, observing the specified manner of representation. If unsure, authorization should be sought from the *Organizer*, unless the representation type is stipulated contractually.
8) Those certified under any of the Personnel Certification (PersCert) programs may use the Test Mark Signet with personal ID for promotional purposes (after acknowledging terms and conditions of use). Use rights do not extend to other logos, brands, or other intellectual property rights of Personnel Certification (PersCert) TÜV or affiliated companies particularly not the TÜV Rheinland word or picture brand.
9) Unauthorized third parties may not collect, duplicate, transfer to other storage media, or save elements of the computer programs associated with the courses on retrieval systems.
10) An e-learning course license is typically valid for 90 days from receipt of the access data (username and password), unless the program content specifies a different period. The *Organizer* may implement technical measures to prevent usage beyond the contractually permissible scope, particularly by establishing appropriate access barriers.
11) For e-learning and live online training courses, the client/participant must not use devices, programs, or other means to tamper with or modify the *Organizer*'s technical measures. If the client/participant breaches this, the *Organizer* reserves the right to immediately block access to the courses.

9. Training Cancellations by Client/Participant

1) If a client/participant cancels their training later than two weeks before the event start, they will incur a penalty of 50% of the participation fee as cancellation costs. Full participation fees are due for cancellations less than one week before the event start. The nomination of a substitute participant is permissible as long as the training service has not commenced and the nominated person fulfills the admission requirements.
2) Participant-initiated training cancellations must be communicated in writing to the *Organizer*.

10. Exclusion of Right of Cancellation

1) As soon as the *Organizer* commences the fulfillment of the contract, encompassing the delivery of digital learning materials or the provision of services, the client/participant forfeits the right to rescind the contract, irrespective of whether they have fully realized the benefits conferred by the contract. This stems from the client/participant's explicit consent granted to the *Organizer* to initiate the execution of the contract, along with their acknowledgment that this initiation of service fulfillment effectively extinguishes their right to contract withdrawal.

11. Schedule Cancellations and Scope Modifications by the *Organizer*

1) The *Organizer* reserves the right to cancel confirmed or ongoing training services due to trainer health concerns or other business operation disruptions. In such cases, already paid participation fees will be refunded. Affected participants will be promptly notified. Further claims, such as transportation or accommodation costs, are excluded.
2) Deviations of up to 10% from the agreed scope of training contract are considered insignificant and do not entitle the participant to assert claims.

12. Payment Terms

1) Subject to local availability, payment transactions may be conducted through our online platform utilizing recognized credit card providers such as but not limited to MasterCard, VISA, or American Express, or alternatively, through the issuance of an invoice. Please note that the chosen method of payment should adhere to local banking regulations and restrictions.
2) Credit card payments (Mastercard/ VISA/ American Express) are processed via the payment service provider Adyen. To prevent credit card fraud, your credit worthiness is checked by Adyen N.V. – Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam/Netherlands in compliance with data protection regulations. More information about the provider is available here: https://www.adyen.com/de_DE/.
3) Upon receipt of the invoice, the participation fee becomes payable without deductions. Payments should be made to the *Organizer*'s bank account, as detailed in the invoice, quoting the invoice number and customer number.
4) Payment should be made on or before the first day of training. Unsettled accounts must be paid within 30 working days. Late payments will accrue a monthly interest charge of two percent (2%) until fully paid.
5) Should the client fail to make payment despite being given a reasonable grace period, the *Organizer* has the right to cancel the contract and retrieve any issued certificates.
6) Any objections to the *Organizer*'s invoices must be lodged in writing within two weeks of receiving the invoice.

13. Liability

Regardless of the legal foundation and in case of contractual breaches or tort, **TÜV Rheinland Philippines, Inc.**'s liability for all damages, losses, and expense reimbursements caused by its legal representatives and/or employees is limited to:

1) 1.5 times the overall contract fee for contracts with a fixed fee.
2) The agreed annual fee for contracts concerning annually recurring services.
3) A maximum of 1.5 times the annual fees for contracts explicitly charged based on time and material.
4) For framework agreements allowing individual orders, liability is limited to an amount equal to 1.5 times the fee for the individual order causing the damage. In any case, **TÜV Rheinland Philippines, Inc.**'s maximum liability is restricted to 1.5 times the Total Contract Price.

14. Installment Payments

For training services extending beyond six months, the possibility of installment payments may be separately agreed upon.

15. Termination

1) Termination can be enacted when both parties consent to dissolve the contract. The intention to terminate must be communicated in writing, with the reasons clearly articulated.
2) Circumstances that could trigger termination include:

a) Persistent or serious disruption of the training process by the participant; or
b) Repeated unexcused absences from the training program.

3) In the event of termination under Clause 15.2, the client is obligated to pay the full participation fee within 30 working days upon receiving the invoice. A two percent (2%) interest will be charged on late payments monthly until fully settled.

16. Force Majeure

1) In the occurrence of force majeure, either party is entitled to terminate the contract. Damages claims, particularly those related to travel or accommodation costs or loss of work, are excluded. Instances regarded as force majeure encompass war, force majeure orders, sabotage, strikes and lockouts, natural disasters, epidemics, geological changes and related influences.
2) Each party must promptly notify the other in writing with all relevant details upon a force majeure event. Furthermore, the parties should confer on appropriate measures regarding the matter.

17. Place of fulfilment / Jurisdiction / Ancillary Agreements / Written Form

1) The designated location for the training, which will be properly communicated in writing to the participant, serves as the venue.
2) For any legal disputes arising from or in relation to this contract or agreement, Philippine law exclusively applies.
3) The jurisdiction for all disputes emerging from contracts and agreements will be the Philippines, and such disputes will be governed by, construed, and enforced in accordance with the laws of the Philippines.
4) All modifications and supplements to contracts or agreements must be made in writing.
5) If one or more provisions of a contract prove to be null, void, or ineffective, the contracting parties must replace the invalid provision with a legally valid one that closely mirrors the original in legal and commercial terms.

18. Data Protection

In conjunction with RA 10173 also known as the Data Privacy Act of 2012, the client as a data subject shall sign a Data-Sharing Agreement and/or Data Consent Form whichever is applicable to wilfully consent and give permission to the *Organizer* to the release and processing needed personal data (personal information and sensitive personal information) for training and certification purposes only; and to take photos and video recordings in in-house and public training events for documentation and advertising purposes only. For further information, you may refer to the Data Privacy Policy stated in our corporate website.

19. Confidentiality

1) Within the framework of this agreement, "Confidential Information" refers to all materials, documents, images, illustrations, technical knowledge, data, samples, and project-specific documentation shared, transmitted, or disclosed by one party (the "Disclosing Party") to another party (the "Receiving Party").
2) Confidential Information includes physical and digital copies of such materials. To provide further clarity, Confidential Information encompasses any information that, under normal circumstances, a reasonable person would consider as confidential or proprietary.
3) In the context of Personnel Certification (PersCert), IRCA, and other accredited training courses, participants are required to sign a Non-Disclosure Agreement (NDA). This measure is implemented to safeguard the confidentiality and integrity of the certification examination process.