



TERMS AND CONDITIONS ONLINEPRINCE2.COM



onlinePRINCE2.com

1. BACKGROUND

- 1.1 Metier Academy International has the distribution rights to the e-learning solution called "OnlinePRINCE2".
- 1.2 Metier Academy International offers not only the e-learning solution, but also a range of classroom training and consultancy services.
- 1.3 The End User desires to obtain a time-limited right to use the available e-learning solution OnlinePRINCE2.
- 1.4 These conditions define the rights and obligations for both Parties in relation to available e-learning solutions and other services

2. DEFINITIONS

- 2.1 "Access" shall mean username and password necessary to use the e-learning solution.
- 2.2 "Application Services" shall mean the establishment and hosting of Portals, including all hardware, software and all communication lines reasonably necessary to run and administer the Products.
- 2.3 "ASP" means Application Service Provider.
- 2.4 "End User" shall mean the Client who is registered as user to the e-learning solution.
- 2.5 "Completion" means the transfer of the access to the End User.
- 2.6 "Intellectual Property Rights" means all copyrights (including moral rights, database rights and other related rights), patents, design rights, trademarks, trade secrets, confidential information, know-how, registered or not registered in any part of the world.
- 2.7 "Modules" are the various software entities (e-learning modules) being part of the e-learning solution on which a specific price per end user is connected. The e-learning solution can consist of several modules.
- 2.8 "Portal" is the personal learning portal offering e-learning modules which are among the courses for which End User is registered.
- 2.9 "Products" is the e-learning portal and an e-learning course offered as an ASP solution, sold under the name OnlinePRINCE2, including all accessible information, functionality and e-learning suite.
- 2.10 "Term" means the period of 12 weeks where end user has access to a particular e-learning module after receipt of payment.

3. OBJECT, SCOPE, CONTENT AND LICENCE CONCERNING ONLINEPRINCE2

3.1 In consideration of Client agreeing to abide by the terms of this License Agreement, Metier Academy International provides the End User hereby the, non-transferable, non-exclusive right to use the Products in the Netherlands on the terms of this License Agreement.

3.2 Only end users will get access to the Products.

3.3 The products are only available to End Users during the term of this agreement.

3.4 Metier Academy International ensures the provision of Access codes to the End Users.

3.5 The Portal contains the following information:

- Virtual classroom containing the modules.
- News and administrative information.
- Chat functionality
- Forum functionality.

3.6 The following modules are offered:

PRINCE2 Foundation with the following components:

- E-learning module PRINCE2 Foundation,
- test questions,
- mock exams,
- support by the e-coach
- 12 weeks access to its learning platform.

PRINCE2 Practitioner with the following components:

- E-learning module PRINCE2 Practitioner,
- test questions,
- mock exams,
- support by the e-coach
- 12 weeks access to its learning platform.

PRINCE2 Foundation & Practitioner combination with the following components;

- E-learning modules PRINCE2 Foundation & Practitioner,
- test questions,
- Foundation mock exams,
- Practitioner mock exams,
- support by the e-coach
- 24 weeks access to its learning platform.

PRINCE2 Refresh in 2009 with the following components:

- E-learning module PRINCE2 Refresh 2009,
- test questions,
- mock exam,
- support by the e-coach
- 12 weeks access to its learning platform.

PRINCE2 Practitioner Re-registration with the following components:

- E-learning module PRINCE2 re-registration Practitioner,
- test questions,
- mock exam,

- support by the e-coach
- 12 weeks access to its learning platform.

This offer is offered for both the PRINCE2: 2005 version and the PRINCE2: 2009 version with the exception of the PRINCE2 Refresh module 2009. A detailed description of the various modules can be found at

More information about PRINCE2 can be found on www.apmggroup.co.uk

3.7 The e-coach is the central point of contact for the End User. The e-coach is only accessible via email, e-coach.nederland@metieracademy.com. The e-coach answers all module related questions within 24 hours on all working days and supports the end user via email or forum. Technical questions will be resolved by the e-coach in the same service level which is used for answering questions.

3.8 Application for both the PRINCE2 Foundation and PRINCE2 Practitioner exams in the Netherlands needs to be done at www.exin.nl. This is the officially designated organization by APMG to conduct exams. End user has to register for the exam. The conditions for applying for the exam and current prices can be found via website www.exin.nl. These costs are not included in the course price. For more information about applying for the PRINCE2 exams outside the Netherlands please check with APMG-UK (www.apmggroup.co.uk).

3.9 Purchase other materials

The purchase of other materials is not included in the price of the modules.

In order to follow the OnlinePRINCE2 Foundation course and to do the Foundation exam, no additional materials are necessary.

In order to follow the OnlinePRINCE2 Practitioner course and to do the exam, we recommend the purchase of *Managing Successful Projects with PRINCE2* (PRINCE2 Manual). This publication is available amongst others through www.apmg-businessbooks.com

4. INTEGRATION AND TECHNICAL REQUIREMENTS

4.1 The e-learning courses are accessible through the Internet. The communication between the computer of the End User and the server of OnlinePRINCE2, is established via a secure internet connection (port 443 <https://www.mymetier.net>). In case of problems it is advisable to switch off proxy servers or firewalls for the IP address (81.93.166.5) of OnlinePRINCE2 (MyMetier platform). Although there is no minimum connection speed, the connection is stable due to the continuous communication of the progress of the End User on the platform.

4.2 The following software must be present on the computer of the End User:

- Adobe Flash 6.0 or higher.
- Cookies enabled.
- SUN Java Virtual Machine. (Java version 1.1.4 from Microsoft does not work)
- Pop-up blockers off.
- Microsoft Internet Explorer 6 or higher or Firefox 2.0 or higher.

- It is recommended to perform a browser test so the computer can check technical requirements. ([click here](#) or copy the address into your Internet browser; [www.metieracademy.com / support / browser test](http://www.metieracademy.com/support/browser_test))

4.3 The End User is responsible for providing an adequate internet connection to access the portal.

5. ASP AND OTHER SERVICES

5.1 Metier Academy International is responsible for providing the "Application Services".

5.2 The Products will be accessible to consumers via the <http://www.onlinePRINCE2.com> part of mymetier.net. Planned maintenance on the systems will be communicated to the End User at least 24 hours in advance.

6. ADMINISTRATION AND SUPPORT

6.1 Metier Academy International shall be responsible for the administration and support of the Modules for which End Users are registered.

6.2 Metier Academy International will do everything reasonably possible to answer the technical questions related to the End User's access to and the use of the modules.

7. PRICES AND PAYMENT

7.1 Current prices are shown on www.onlinePRINCE2.com. The listed prices on onlinePRINCE2.com are leading.

7.2 Metier Academy International will send the Customer an invoice after registration on www.onlinePRINCE2.com. This bill is to be paid before the course starts. After receiving the payment, the actual delivery starts. End users receive the information to access the e-learning modules after the payment.

7.3 All amounts mentioned at www.onlinePRINCE2.com are in Euros and excluding VAT.

7.4 All prices exclude the cost of the exams (For price information in the Netherlands see www.exin.nl) and exclude the purchase of other materials.

8. TERMS AND CONDITIONS PRINCE2 EXAMS

- 8.1 If Metier Academy International will do the application on the exams on behalf of the End-user to Exin Netherlands the following conditions are applicable;
- 8.2 Application via Metier Academy International is only possible for exams taken via Exin Netherlands.
- 8.3 The application for the exams needs to be done 6 weeks prior to the end of the License agreement per module.
- 8.4 An exam date can be changed up till 14 days prior to the exam without additional costs. After this term the normal, at the invoice mentioned, exam fees are valid.
- 8.5 One week before the exam date the End user will receive an exam notice. If the End user does not receive this notice within this timeframe Metier Academy International must be notified immediately. Metier Academy International cannot be held responsible In case of not appearing on the exam as a result of incorrect address.
- 8.6 The End user needs to identify himself with a Legal and valid Identification Document at the start of the exam at the exam location.

9. INTELLECTUAL PROPERTY

9.1 This Agreement does not involve any assignment of the Parties' Intellectual Property Rights.

10. DURATION AND TERMINATION

10.1 This license agreement is valid after the payment is received by Metier Academy International. The period described in the relevant module (see 3.7) is active after the receipt of payment. The License Agreement is immediately terminated after the expiration of the Term. The Customer is hereby informed and accepts that access codes no longer give access to the modules after the expiry of the Term.

10.2 Extension of the License Agreement is possible. This is possible at a rate of 25% of the standard price for a period of 6 weeks or in case of the combined package for a period of 12 weeks.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 These conditions are binding for Metier Academy International and the End User.

11.2 Client may not transfer, assign, charge or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, without Distributor's prior written consent.

11.3 Distributor may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of his rights or obligations arising under it, at any time during the Term.

12. LIABILITY OF METIER ACADEMY INTERNATIONAL

12.1 Metier Academy International is committed to perform to the best knowledge and ability in the assignment.

12.2 Metier Academy International accepts no liability to the Customer for any damage in case its insurance company both covers as well as pays out the damage.

12.3 Metier Academy International will not be held liable in case the Customer has the option to claim damage at their own insurance company or a third party.

12. NOTIFICATION

12.1 All notifications, confirmations and other communications concerning these conditions shall be in writing via email and be deemed to have been received.

13. WARRANTY OF PASSING

- 13.1 Metier Academy International offers a 100% WARRANTY OF PASSING THE EXAM. This means that the Customer is entitled to remain free access to the e-learning module and the use of the e-coach until the new exam based on a copy of the exam results. This with a maximum duration of 12 weeks per module. More information on the exam application can be found in Section 3.8. The warranty of passing excludes the cost of the exam.

14. ENTIRE AGREEMENT

- 14.1 This Agreement and any document expressly referred to in it represents the entire agreement between the parties in relation to the licensing of the Products and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

15. GOVERNING LAW AND VENUE

- 15.1 This Agreement is subject to and shall be construed under the laws of the Netherlands, and the Parties agree that the court in Amsterdam, Netherlands, has jurisdiction for any dispute, claim or opposition from or arising in connection with this Agreement, a breach, termination or validity thereof, to treat. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or its subject matter.