

IBM China/Hong Kong Limited

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Terms and Conditions

The following terms apply to: 1) enrolment in classes offered by IBM; 2) orders for IBM education materials ; 3) Personal Data

These terms, along with any applicable license agreement, are the complete agreement between us regarding the courses or education materials we provide and replace any oral or written communications between us. Attendance at a class or your use of any education materials constitutes your agreement to these terms. Occasionally we have offerings with additional or different terms. If so, we will provide those terms to you.

Scheduling Classes

We will specify the dates of public classes. Private classes will be scheduled by mutual agreement. IBM IGS Education Services reserves the right to cancel or reschedule any course. If we cancel or reschedule a class for which you have prepaid, we will refund the price you paid upon your written request.

Courses and education materials

We list our general available courses and education materials in the IBM IGS Education Services which is published biannually. We may add or withdraw courses and education material from general availability at any time without notice. Upon request, and if agreed by us, we may conduct courses or deliver education materials at your premises.

Cancellation/Transfer by you

You may cancel/transfer your enrolment in a Public Class or Shared Private Class: At least one week prior to the class is running without penalty. If you cancel less than one week prior to the class is running, as a result you will be charged fifty percent of the current price. If you fail to attend the course on which you enrolled you will be charged for the full price of the course. You may cancel a Private Class: Less than a month before its schedule start date. We may charge actual cost incurred, including travel and living expenses. Note that all cancellations and transfers must be received in writing.

Prices and Payment

The prices listed in the schedule are in Hong Kong dollars and are for information only and are subject to change without notice. The price for public classes will be contained within our official receipt. Prices will include the use of required education materials and machines. They do not include taxes (unless specified) or student travel and living expenses. Prices for private classes will be established based on your requirements. Additional charges may apply, such as instructor travel and living expenses, facilities and remote lab support. You agree to pay us either upon receipt of our invoice and according to any terms specified in that invoice or via cheque or credit card if you do not currently have an IBM account. If any Government imposes tax, you agree to pay it when we invoice you.

Patents and Copyrights

If a third party claims that the education material we provide you infringe that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages and attorney's fees that a court finally awards, provided that you:

- 1) promptly notify us in writing of the claim; and
- 2) allow us to control and cooperate with us in the defense and related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the education materials, or to modify or replace them. If we determine that none of these alternatives is reasonably available, you agree to return the education materials to us on our written request. We will give you an appropriate credit for the returned materials.

This is our entire obligation to you regarding any claim of infringement. We have no obligation regarding any claim based on your modification of education materials.

Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance we are liable only for the charges for the class or education materials that is the subject of the claim.

Items for which we are not liable

Under no circumstances are we liable for any of the following:

- 1) third-party claims against you for losses or damages (except as described above in the section entitled Patents & Copyrights);
- 2) loss of, or damage to, your records or data; or
- 3) special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

License

Any machine readable education materials that we provide to you will be subject to the terms of a license agreement. We will inform you of the applicable agreement.

Changes to this agreement

We may modify these terms on written notice. The modified terms will apply to your enrolment or order unless you cancel such enrolment or order prior to the effective date. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or communication from you are void.

General

The courses and education materials listed in the schedule are not offered as occupational training. They are available to individuals who pay or whose employer pays any applicable charges. You agree not to copy our copyrighted material without our prior written consent. You agree not to use recording equipment in our classes without our prior written consent. You agree not to use our trademark, trade names, or other designations in any promotion or publication without our prior written consent. Any attempt to do so is void. Neither of us is responsible for failure to fulfill any obligations due to causes beyond either party's control. Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees. This Agreement is made under, and shall be interpreted in accordance with the laws of Hong Kong.

Personal Data

By submitting this form, you agree to the following with respect to any personal information you provided ("Personal Data") in this form :

The Personal Data will be used by IBM China/Hong Kong Limited ("IBM") for the following purposes:

- (a) processing your application for enrolment to the courses or classes and/or orders for education materials offered by IBM and all related purposes; and
- (b) all purposes in connection with the conduct of business of IBM.

The Personal Data may be transferred to International Business Machines Corporation ("IBM Corp" - the ultimate holding company of IBM), its subsidiaries and the contractors, Business Partners and assignees of IBM Corp or any of its subsidiaries, anywhere they do business, for uses consistent with their collective business activities, including without limitation, communication with you (for example, for processing order, for promotions and for market research).

The Personal Data may be transferred outside of Hong Kong in connection with any of the purposes or uses described above.

You have a right to request access to, and to request correction of, your Personal Data. If you wish to exercise these rights, please contact us at Learning@hk1.ibm.com