

## Terms and Conditions of Sale

### 1. IMPORTANT CUSTOMER INFORMATION.

(a) **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

(b) **THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.**

(c) **BY PLACING AN ORDER FOR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

(d) **YOU MAY NOT ORDER OR OBTAIN SERVICES FROM THIS WEBSITE IF YOU**  
**(A) DO NOT AGREE TO THESE TERMS,**  
**(B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH IAMPE; OR**  
**(C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

(e) These terms and conditions (the "**Terms**") apply to the purchase and sale of educational courses ("**Courses**") provided by the International Association of Maritime and Port Executives (referred to as the "**IAMPE**" or as "**us**", "**we**", or "**our**" as the context may require) through iampe.org (the "**Site**").

2. Other Agreements. These Terms are default rules which apply in the absence of any specific agreement between you and IAMPE. In the event that you enter into a separate agreement with IAMPE which contradicts these Terms, that agreement shall supersede these Terms as to the contradictory portions only.

### 3. Order Acceptance and Cancellation.

(a) You agree that your order is an offer to buy, under these Terms, all Courses listed in your order. All orders must be accepted by IAMPE, or we will not be obligated to sell Courses to you. We may choose not to accept any orders in our sole discretion.

(b) After having received your order, we will send you two emails. The first email is an automated response with the subject line "Booking confirmed," acknowledging that we have received your order. **This is not an acceptance of your order.** You will then receive a second email with the subject line "IAMPE: [name of your Course], [date of Course]" or similarly titled. This email will confirm that you have been registered for your selected Course(s) and will provide you with additional useful information about the Course. Acceptance of your order and the formation of the contract of sale between IAMPE and you will not take place unless and until you have received this second email.

(c) Excepting in cases of force majeure (see Section 9), in the event that we are unable to provide a Course that you have ordered, you will be entitled to a full refund of the price paid for that Course. Otherwise, the terms of our order cancellation and refund policy are noted in Section 5 of these terms.

### 4. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a Course will be the price in effect at the time the order is placed and will be set out in the email which confirms your registration in your selected Course(s). Price increases will only apply to orders placed after such changes. Posted prices do not include any applicable taxes or other third-party fees. Any such taxes or third-party fees will be added to the total for your order and will be itemized in your shopping cart and in the email which confirms your registration in your selected Course(s).

(b) Terms of payment are within our sole discretion. You represent and warrant that (i) any credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to any use such credit card for the purchase, (iii) any charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

#### 5. Refunds.

(a) In the event that you wish to cancel your order or registration for a Course, we will refund your purchase price pursuant to Section 5(b), less a seven (7) percent administrative fee to cover the costs of processing the refund and administering your withdrawal from the Course.

(b) In order for you to obtain a refund under Section 5(a), cancellation of registration must be made no less than seven (7) days before the first scheduled date of the Course.

(c) To request a refund, you must email [registration@iampe.org](mailto:registration@iampe.org) and provide your name, order number, and the Course(s) you are registered for. IAMPE is not obligated to process requests for refunds sent by any other method.

(d) Refunds are processed within approximately three (3) business days of our receipt of your emailed cancellation request. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

**6. Warranty for Training and Services. ALL COURSES AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.**

**YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU**

7. Contents of Courses. The information contained in IAMPE Courses is provided for educational and informational purposes only, and should not be construed as advice, whether financial, legal, professional or otherwise. The content of our Courses is not guaranteed to be correct, complete, or current. IAMPE makes no warranty, express or implied, about the accuracy or reliability of the information contained in its Courses. To the extent permitted by applicable

law, IAMPE expressly disclaims all liability with respect to actions taken or not taken by any person based on any or all of the information provided in its Courses.

8. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, available at [iampe.org](http://iampe.org), governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

9. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) telecommunications breakdowns or power outages or shortages, and (f) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 9, either party may thereafter terminate this Agreement upon three (3) days' written notice.

10. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Maine.

11. Dispute Resolution and Binding Arbitration.

**(a) YOU AND IAMPE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 6. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-

800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

(c) The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall bear its own fees associated with arbitration. If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide IAMPE with written notice of your intention to do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy. The sole and exclusive venue for any small-claims court proceedings shall be courts located in the State of Maine.

(d) Arbitration may be conducted virtually at the sole discretion of IAMPE.

(e) If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

**12. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

**OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE COURSES and SERVICES YOU HAVE ORDERED THROUGH OUR SITE.**

The limitation of liability set forth above shall only apply to the extent permitted by law.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

15. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices.

(a) We may provide any notice to you under these Terms by sending a message to the email address you provide. Notice will be effective when we send the email. It is your responsibility to keep your email address current.

(b) To give us notice under these Terms, you must contact us by sending an email to us at [registration@iampe.org](mailto:registration@iampe.org). Notice will be effective when you send the email.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. The Confirmation of Registration Email, these Terms, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.