

The Haverhill Institute of Staging Terms, Conditions & Policy Guidelines

The following terms, conditions and policy guidelines set out below are provided to ensure quality training for the Student in connection with the purchase of the Haverhill training course and the "business-in-a-box" offering (i.e. website, domain and hosting as described under WEBSITE AND HOSTING below), if purchased.

Haverhill is not obligated to notify you of any updates or amendments and reserves the right to make changes to these terms at any time. Accordingly, you should review these terms from time to time for such changes and check our website at www.haverhillstaging.com on a frequent basis.

PAYMENT TERMS

Courses are paid for in the currency of the Student's local jurisdiction, unless otherwise agreed by the Company. Haverhill has the right to charge interest (at the rate specified below) and an administrative charge if the student elects to make instalment payments.

The cost of the course must be paid for in full before our course trainers will grade any of student's course work or permit a student to participate in the tele-class component of the course. Any payments not made by the dates specified at the time of the order shall result in forfeiture of the remaining portion of the course and Haverhill shall have no further obligation towards the Student.

In the event payment is not received as specified in this Agreement, Student will be charged the greater of (i) 2% interest calculated monthly on the past due amount, or (ii) the maximum permitted under applicable law, in addition to any reasonable collection and administrative fees incurred by Haverhill. Student acknowledges that Haverhill has the right to suspend services for accounts that are past due.

DELIVERY

Delivery of Course Material is subject to a non-refundable \$25.00 shipping and handling fee plus applicable taxes.

CANCELLATIONS AND REFUNDS

All course fees are subject to a \$250.00 non-refundable application processing fee. Any refund requires that all materials be returned in perfect condition before refund is processed. If you put down a partial payment or deposit, the amount is refundable except for the non-refundable \$250.00 application processing fee, and the \$25.00 shipping and handling fee and applicable taxes.

If you choose to withdraw from the program within 7 days after receiving your course materials, you will be charged a \$250.00 application processing fee, and a \$25.00 shipping and handling fee (plus applicable taxes) and refunded the remainder of your payment.

In order to qualify for this refund you must complete the Refund Request Form (which is available upon request in the Student Resource Centre) and return the Course Material to us within 7 days of receipt. We use Courier delivery confirmation reports to confirm the date you received your Course Material. Where a delivery confirmation is not available, we estimate the number of days a parcel will be in transit, and then add the requisite days to that time period. For example, if the estimated delivery time by courier is 2 days, then you will have 9 days from the date you received your Course Materials to ensure that the Refund Request Form is completed and the Course Material is returned to us (postage or courier prepaid) with the words 'REFUND REQUEST ENCLOSED' written on the package, and sent to: 2300 Yonge Street, Suite 1901, Toronto, Ontario, M4P 1E4. Refund Request Forms are available by sending an email to info@haverhillstaging.com with the words REFUND REQUEST typed in uppercase in the subject line.

If you paid by credit card, your refund must be returned to the same credit card. If you paid by check or cash, refunds are made by check and mailed to your address on file with us. Refunds are processed within 30 days.

PLAGIARISM AND CHEATING

All students are to submit material that is original, with all sources, addresses of the subject homes properly cited and noted. Students will not present other student's or anyone else's work as their own, whether it is structure, written material or distinct organizational styles. If partners or friends are both registered in the same course, they are to complete all assignments individually. Plagiarism and cheating will not be accepted or tolerated. Accreditation or participation certificates may be withheld until original assignments are resubmitted.

PROGRAM COMPLETION REQUIREMENTS

The following requirements must be met by the students to complete the program:

PROGRAM DEADLINES

Students have a time limit to complete their stager training course. The time limit commences from the first day of receipt of the course material. Students have a maximum of 3 months in total to complete the entire Stager Training course, it being understood that the the Home Study Course must be completed in this first 2 months, which is comprised and set out as follows:

- Home Study Course (to be completed in the first 2 months);
- Instructor led tele-class, which may be taken at any time and is offered twice a month;
- Online Test, which may be taken at any time following the Student's participating in the tele-class.

VERIFICATION

Student's work will be verified for accuracy and compliance. Credentials that cannot be verified must be re-submitted or new work must be submitted in its place.

SUBMISSIONS AFTER THE DEADLINE

Any assignments received after the deadline will be deemed 'Expired' and an Accreditation Certificate will not be granted, although a Participation Certificate will still be issued to the Student (see ACCREDITATION REQUIREMENTS).

INSTRUCTOR LEAD TELE-CLASS

Students must participate in the Instructor led tele-class in order to complete their course requirements. Students must book a tele-class through the Student Resource Center and must be present for the entirety of the tele-class. Haverhill reserves the right to substitute the tele-class component with an online training format without further notice or penalty.

ACCREDITATION REQUIREMENTS

Students will be issued an Accreditation Certificate upon successful completion of all components of the program. Where all components are not successfully completed or outside of the specified timelines set out under PROGRAM DEADLINES, Haverhill will issue Students a Participation Certificate, confirming that they have signed-up and participated in the course.

ISSUING CERTIFICATES

Only one Certificate will be issued per student.

WITHHOLDING CERTIFICATES

Haverhill may withhold student's Certificate if all of the course requirements have not been met. See COURSE COMPLETION for more information on course requirements.

Any student who does not demonstrate a satisfactory understanding of the course material and/or who does not receive a satisfactory grade on their test may have their Accreditation Certificate withheld, but in lieu thereof, will be issued a Participation Certificate. Students will be granted an opportunity to complete all course requirements. Students may be asked to complete additional assignments. These additional components will be considered on a case-by-case basis by the course instructor and/or the Haverhill Academic Department.

GRADING OF COURSE ASSIGNMENTS (Home Study Course)

All course assignments are marked on the following point basis:

- Exercise 1: 0 - 10 Points
- Exercise 2: 0 - 10 Points
- Exercise 3: 0 - 10 Points
- Exercise 4: 0 - 10 Points
- Exercise 5: 0 - 10 Points
- Exercise 6: 0 - 10 Points
- Exercise 7: 0 - 10 Points
- Total all Exercises: 70/100

Following is the criterion of this grading scale:

Outstanding - 10 Points: The student completed the assignments demonstrating great understanding of the course material. Organizational skills, clear and grammatically correct answers were presented. The lesson exercise was of outstanding quality with all verifiable credentials.

Very Good - 8 to 9 Points: The student completed the assignments demonstrating above average understanding of the course material. Organizational skills, clear and grammatically correct answers were presented. The lesson exercise was of very good quality with most verifiable credentials.

Good - 6 to 7 Points: The student completed the assignments demonstrating a good understanding of the

course material. Organizational skills and grammatically correct answers were presented. The lesson exercise was of good quality with many verifiable credentials.

Satisfactory - 4 to 5 Points: The student completed the assignment showing appropriate understanding of the material. Acceptable organization was presented in the work. The lesson exercise was of satisfactory quality with some verifiable credentials.

Unsatisfactory - 1 to 3 Points: The student did not demonstrate understanding of the presented material and/or did not complete the assignments with adequate detail in their work. Unsatisfactory attention to organization or overall appearance of the assignment was shown. None or few of the credentials were verifiable.

Missing - 0 Points: Lesson Exercise was not presented or missing.

WEBSITE AND HOSTING

In certain cases, Students may elect to purchase Haverhill's "business-in-a-box" offering which includes the award winning Haverhill staging course together with a personalized 5-page template website, selection of an unregistered domain name and hosting for one year.

The Student hereby commits to a 3-year hosting services contract with Haverhill. After the first year, the Student shall be obligated to pay Haverhill for hosting services at a cost of \$15 per month, payable one year in advance, subject to change without further notice. Haverhill shall have no obligation to maintain the domain name registration or host the website after the first year unless the Student has paid in full for such services, notwithstanding that said Student shall remain liable for the full 3-year hosting contract. Where Student cancels the hosting services prior to the committed 3-year term, all outstanding amounts shall be immediately due and payable by Student to Haverhill.

Where the website is purchased, the Student shall have up to 30 days from the date of purchase to provide Haverhill with the requisite information (as set forth in the online forms available in the Student Resource Centre) to create the customized website. Haverhill agrees to deliver the website to the Student within 14 days of receipt of such information. Where such information is not provided by the Student within the specified time periods, Haverhill shall have no further requirement to provide said website and the Student's right to receive such website shall be forfeited.

COPYRIGHT POLICY

The website contains information, which is proprietary to us, our partners and our users. We assert full copyright protection. Information posted by us, our partners or students may be protected whether or not it is identified as proprietary to us or to them. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on our Site in a way that constitutes copyright infringement, please send us your notice of infringement by following the instructions provided.

JURISDICTION

For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in Toronto, Canada and all disputes arising out of or relating to these Terms or your enrollment in our course will be exclusively resolved in courts located in Toronto, Ontario to enforce these Terms or prevent an infringement of a third party's rights. Each party hereby irrevocably submits to the personal jurisdiction of such court.

LIABILITY

In no event will our aggregate liability to you or any third party in all matter arising from, relating to or connected with your enrollment or these terms exceed the sum of any amounts paid to us by you.

It is further understood that the fee paid by the Student shall be allocated as follows:

- (i) 75% for the Home Study Course materials;
- (ii) 5% for the Instructor led tele-class;
- (iii) 5% for the Online Test;
- (iv) 15% for a 5 page template website, which includes at no cost, a choice of unregistered domain name and one-year of hosting.

In cases where the Student has chosen to only purchase the Course (and not the website option), the full amount of the purchase price shall be allocated to items (i), (ii) and (iii) on a pro rata basis. Under no circumstances does Haverhill provide any money back guarantee or agree to hire, employ or otherwise retain the Student in any capacity. Save and except for the terms set forth under CANCELLATION AND REFUNDS you shall have no right to receive a refund of any kind for the cost of the Course or Website.

The Student expressly agrees that in the event of default, Student shall be liable for costs on an agent/company basis together with disbursements and out-of-pocket expenses.

DISPUTE RESOLUTION

Where a dispute arises with respect to a matter involving the Student and the Company, excluding any disputes related to privacy issues, the Haverhill Adjudication Committee ("Adjudication Committee") shall decide the matter in keeping with its terms of reference and applicable law.

Where a party has a dispute that it desires to escalate to the Adjudication Committee, she or he shall submit a written notice, containing a description of the matter in reasonable detail, to the Adjudication Committee for evaluation. The Adjudication Committee shall render a decision within 30 calendar days of receipt of the notice.

Where the Adjudication Committee requires guidance or input, it shall request assistance from the Board of Advisors and/or the General Manager. The decision of the Adjudication Committee is final and binding and there shall be no further right of appeal.

Where the student wishes to appeal any decision of the Adjudication Committee, it shall then be decided upon by an independent arbitrator, whose decision with respect to the matter shall be final and binding and there shall be no further right of appeal. The parties to the dispute shall agree upon a single arbitrator to decide the matter. The parties to the arbitration shall each pay its own cost of the arbitration, including all witness and counsel fees, and shall equally share the arbitrator's fee. The arbitration shall take place in Toronto, Ontario unless otherwise agreed. The arbitrator shall render a written decision on the dispute within 30 calendar days of the hearing of the matter. The arbitration shall be otherwise in accordance with the Arbitration Act, 1991, S.O. 1991, c.17.

ASSIGNMENT

You do not have the right to assign this Agreement or any of your rights to anyone. The Company has the right to assign any or all of its rights and obligations under this Agreement to a third party, including without limitation, Haverhill's hosting services. Provided such rights and obligations are assumed by such third party, the Company shall be relieved of any and all liability under this Agreement.

MISCELLANEOUS

These Terms shall be interpreted in accordance with the laws of the Province of Ontario without reference to conflict of law principles. Each of the parties hereby attorn exclusively to the courts in the City of Toronto for any matter arising herein. These Terms contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Les parties acceptent d'un commun accord que la presente entente soit redigee en anglais.

If you have any questions or concerns about our privacy policy, the practices of Haverhill Staging, or your dealings with us, you may contact a representative of our company by email: info at haverhillstaging dot com; or by regular mail: 2300 Yonge Street, Suite 1901, P.O. Box. 2313, Toronto, Ontario, Canada M4P 1E4.

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