

## ACI Learning Terms & Conditions

### Standard Terms

At ACI Learning, we are dedicated to assisting each and every student get trained, certified, employed, and advancing in high growth IT, cybersecurity and auditing careers. In order to assist our students in obtaining skills, certifications and employment, the following guidelines have been put in place to maintain compliance with all education Boards (State and the VA), and to guide Students in their progression.

### Attendance Policy for On-Site and Online Training at ACI Campuses (LeaderQuest)

Students are expected to arrive on time for classes with the proper materials and attitude. An overall attendance rate of 100% is expected to fully absorb the materials and to complete labs. If you have an expected absence, please email [clientservices@acilearning.com](mailto:clientservices@acilearning.com) or your instructor ahead of time. A minimum of 80% attendance is required to receive a Certificate of Completion.

### Online Synchronous Learning Courses

ACI Learning records online synchronous courses for quality control and for audit and compliance purposes. By logging into your course, you are consenting to being recorded in the virtual classroom. The content of these recordings will not be shared with any outside entity.

### Conduct Policy

All students are expected to treat all staff, instructors and students respectfully. Coming to class on time with all courseware and materials is crucial to success in your program. ACI Learning reserves the right to dismiss any student for language or gestures we deem offensive. No weapons, drugs, or smoking of any kind are allowed

on any ACI Learning campus. During class active participation is expected. Cell phones and sleeping during class are prohibited. Reschedule Policy

### Campus-Based Training Programs (LeaderQuest):

ACI Learning is committed to keeping class sizes small in order to facilitate a high-quality learning environment for our Students. Many classes at ACI Learning are full at 18-20 Students; because of this we have to minimize Reschedules as much as possible. ACI Learning is turning away potential Students that want to be in the classes you are scheduled to take. Taking into account any unforeseen circumstances that may occur, ACI Learning's Reschedule Policy allows students to reschedule their classes within their Program for extenuating circumstances.

### On-Line Corporate Training Courses (Seminars & Webinars):

You may elect to substitute another individual from the same company for the same seminar date and location without incurring any fees.

## Cancellation Policies (LeaderQuest Division)

### In-Person Campus-Based and Virtual Training Programs:

Cancellation can be made in person, by electronic mail, or by termination.

- A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) or close of business the Thursday prior to commencement of class, whichever is sooner after the enrollment contract is signed.
- A full refund will also be made to any student who cancels enrollment three business days prior to scheduled class days, except that the school may retain not more than \$100 in any administrative fees charged, as well as items of extra expense that are necessary for the portion of the program attended such as courseware and lab fees.

## Cancellation Policies (MISTI Division)

### In-Person Conferences, Symposiums, Training Weeks, & Summits:

If you can no longer attend the conference, please review the MISTI cancellation policy below and provide written notice to ACI Customer Service at [customerservice@acilearning.com](mailto:customerservice@acilearning.com).

Cancellations received more than 46 days prior to the event start date will be entitled to a full refund less an administrative fee of \$195.

You may elect to substitute another individual from your organization for the same event at any time without incurring an administrative fee of \$195. Registrations are non-transferable to other events.

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Cancellations received between 45-31 days prior to the event start date will be refunded 50% of the amount paid.

No refund will be given for cancellations received 30 days or less prior to the event start date.

Those who do not contact ACI Learning with written notice about their cancellation prior to the event date and who do not attend the conference are responsible for the full non-refundable, non-transferable tuition.

## Virtual Training, Seminars, Webinars, & ACL Courses

If you can no longer attend the seminar, please review the cancellation policy below and provide written notice to ACI Customer Service at [customerservice@acilearning.com](mailto:customerservice@acilearning.com).

Cancellations received 14 or more days prior to the event start date will be entitled to a full refund.

If the course was purchased and registered for less than 14 days prior to the event start, it can be refunded within 24 hours of purchase, up until the start time of the class.

No refunds or transfers will be given for cancellations received 14 days or less prior to the event start date (exception being the 24-hour cancellation option for late registrations less than 14 days prior).

Those who do not contact ACI Learning with written notice about their cancellation prior to the event date and who do not attend the seminar are responsible for the full non-refundable, non-transferable tuition.

## Cancellation Policies (Continued)

### PERC Cancellation Policy

If you can no longer attend a PERC paid course, please review the MISTI cancellation policy below and provide **written notice** to ACI Customer Service at [customerservice@acilearning.com](mailto:customerservice@acilearning.com).

PERC members may cancel any public course registration, without penalty, at any time up to, and including 14 days prior to the public class start date.

Cancellations made less than 14 days prior to the course start date are subject to the full tuition cost deduction from the PERC account.

You may elect to substitute another individual from the same company for the same course date and location without incurring any fees.

Those who do not contact ACI Learning with written notice about cancellation prior to the event date and who do not attend are responsible for the full non-refundable, non-transferable tuition.

## Learning Guarantee

The ACI Learning Guarantee allows you to retake any class you have attended from our Open Enrollment Schedule as many times as you need, within 24 months of your original class date. The class being retaken must be based on the exact same courseware version as the original class you attended, otherwise you will have to pay for new courseware and/or labs that are a part of the new class version. You can reuse the same courseware if the version is still actively being used in the class. If you desire to retake a class, you must request to do so in writing by emailing [clientservices@acilearning.com](mailto:clientservices@acilearning.com).

Once your request is received, you will be waitlisted into the class and seat availability will be determined based on the Waitlist policy below. Also, students who attended the original class can only be allowed into class again as a retake, no substitutes (it must be you) are allowed.

## Waitlist Policy

Waitlisted students who are seeking to retake a class will have their spot reserved unless the class becomes full with new, first-time students. If the class you are retaking becomes full, your spot in the class will be removed (you will be notified) and you can be rescheduled into the next available session.

## Confidentiality of Information

Each Party agrees that any Confidential Information it obtains during the term of performing these services as outlined on this Service Order shall be used solely for the purposes of fulfilling the Party's respective obligations under this agreement and no other purposes. Neither Party shall disclose confidential information to any person or entity other than those employees of the other Party engaged in the fulfillment of the other Party's obligations under this agreement who have a need to know such Confidential Information in connection with the fulfillment of the other Party's obligations under this agreement. Confidential Information includes, without limitation, any material or information that is specifically designated by any Party as Confidential Information through the marking of such material "Confidential."

## Individuals with Learning Challenges

ACI Learning is not currently set up to support individuals with learning challenges and cannot assure positive outcomes for such individuals.

## Exam Policy

Students are eligible to take exams after completing each class. The following policy statements outline conditions and requirements associated with exams. It is recommended that all test-

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prep, labs, study guides and materials included in the program are completed before testing. It is the Student's responsibility, and to their advantage, to utilize resources both included in the program and outside of the program to ensure their readiness for exams. Once you have completed class with attendance at 80% or greater and are fully prepared to take the exam, please email [clientservices@acilearning.com](mailto:clientservices@acilearning.com) to set up your desired time and date for the exam. Students are limited to only one exam per class. No retake exams are given. In the event you fail an exam, if you registered for more than one course, you will have three options:

- Exchange one of the other exams included in your registration
- Pay out of pocket for an additional exam
- Elect not to retake the exam at all and move onto the other exams in your program

Exams are to be taken within 6 months from the last day of a completed class at the campus test center. If the exam is not taken within 6 months from the last day of class, exam expires. Once you have registered for an exam time, please notify ACI Learning a minimum of 48 hours in advance if you need to reschedule or your exam will expire. In the event that you are unable to show up on time at the designated time and date your exam was scheduled, you will be unable to reschedule and will no longer be eligible to take that exam.

## ACE Assessment Policy

ACI Learning's LeaderQuest division is ACE approved as of January 2018. LeaderQuest classes are now eligible for ACE credit hours tied to each class that may be transferable to over 2,000 ACE participating colleges and university degree programs. In order to attain ACE credits aligned with classes, students must complete an end of training assessment for every class taken and pass with a 70% or higher. The assessment can only be taken by students that have met the 80% participation / attendance by the last day of class. The assessment can only be taken on the last day of class, no other arrangements will be made outside of class to take the assessment. Students who get below a 70% on the assessment will get one more opportunity to take a re-assessment before the end of the class on the last day. If a student misses the assessment/last day of class due to a documented unforeseen circumstance outside of their control (emergency, medial, weather), ACI Learning reserve the right to review on a case-by-case basis to make an exception for the assessment to be taken as long as the student provides necessary documentation and communication to ACI Learning within 24hrs of last day of class.

## Cyber NDA Form Policy

All students enrolled in Cyber Security courses are required to fill out an NDA form before the class begins.

## NASBA Courses and Seminars

ACI Learning is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: [www.nasbaregistry.org](http://www.nasbaregistry.org).

You can find a copy of these Terms & Conditions, as well as other general information, available for download [here](#).