



# SHUTTLEmaster™ Training

## REGISTRATION FORM

Date of Course: \_\_\_\_\_ Course Location: \_\_\_\_\_

Name: (for name tent) \_\_\_\_\_

(First)

(Last)

Company Name/ Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Registration Fees – Includes the cost of registration, materials, snacks, beverages, customer appreciation dinner, and gift.

Check One:

Submitted

\$1500(USD) Qty. \_\_\_\_\_ \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Cancellations and Refunds: Registration fees will be refunded per the Winshuttle Training Terms and Conditions.

Payment:

Credit Card Type Visa Master Card Amex

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

VSS Number (3-4 digits): \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE ATTACHED WINSHUTTLE TRAINING TERMS AND CONDITIONS AND AGREES TO BE BOUND THEREBY.

\_\_\_\_\_  
CUSTOMER SIGNATURE

Please fax or email the completed registration form to:

Fax: 425-491-7700

Email: [tiffani.marsing@winshuttle.com](mailto:tiffani.marsing@winshuttle.com)

*Do not email credit card information because security cannot be guaranteed. You may fax or telephone credit card information.*

Please call Tiffani Marsing at 800-711-9798 X3016 with any questions or to register.

# WINSHUTTLE, INC.

## TRAINING TERMS AND CONDITIONS

**1. Services.** Winshuttle will provide the company whose name is listed on the Registration Form to which these Terms and Conditions are attached (the "Client") with the training services identified in such Registration Form (the "Services"). All Services provided shall be in the English language.

**2. Fees and Payment.**

a. Fees for the Services are set forth in the Registration Form. Fees include the use of required education materials. Fees do not include taxes.

b. Winshuttle shall invoice Client for all fees for the Services upon execution of the Registration Form. All invoices are due upon receipt and Client agrees to pay all amounts due, including applicable taxes, before the start of any class.

c. Any payments not made by the date due will bear a late payment fee of 1.5% per month or the maximum interest rate allowed by applicable law. All payments shall be made in U.S. dollars to Winshuttle at the address designated by Winshuttle. All fees are non-refundable except as provided otherwise herein.

d. Winshuttle's fees are exclusive of all sales, use, value-added or other taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Winshuttle's income.

**3. Rescheduling and Cancellation Policy.**

a. Winshuttle may cancel any scheduled class with notice. If Winshuttle cancels a class for which Client has prepaid, Winshuttle will refund the price Client paid.

b. Client may not reschedule any on-site classes, unless Winshuttle consents thereto in writing in its sole discretion. Client may reschedule an online class without any penalty at least fourteen calendar days prior to the scheduled start date.

c. If Client desires to cancel an online or on-site class, Client shall immediately inform Winshuttle. Client may be entitled to receive a refund for any prepaid fees for such canceled class based on the table below.

Time frame for Cancellation	Refund
At least 21 days prior to scheduled start date	100% minus any processing fees
Between 16 and 21 days prior to the scheduled start date	90% minus any processing fees
Between 8 and 15 days prior to the scheduled start date	75% minus any processing fees
Within 7 days prior to the scheduled start date	0%
No show or no call for cancellation	0%

**4. Client Obligations.** Client shall cooperate reasonably in the performance of the Services, including, without limitation, the following:

a. For on-site classes, Client shall notify Winshuttle of final class size at least fourteen calendar days prior to the scheduled class date. Client agrees that no students may be added after that date, unless Winshuttle consents thereto in writing in its sole discretion.

b. Classes may not be recorded or transmitted in any form.

c. Client shall be responsible for all expenses associated with attending the class.

d. Client shall not copy any materials provided by Winshuttle without Winshuttle's prior written consent.

e. Client shall not use any Winshuttle trademarks, trade names, or other designations in any promotion or publication without Winshuttle's prior written consent.

**5. License.** Any machine readable education materials that Winshuttle provides Client will be subject to the terms and conditions of a license agreement provided to Client concurrently with the materials.

**6. Confidentiality.**

a. "Confidential Information" means any information, whether oral or written, obtained by Client from Winshuttle during the performance of Services which is either designated as confidential or should reasonably be considered to be of a confidential nature.

b. **Restrictions on Disclosure.** Client agrees not to disclose to any third party any item of Confidential Information without Winshuttle's prior written consent. Client further agrees to take the same care with such items of Confidential Information as it does with its own confidential information, but in no event less than a reasonable degree of care. At a minimum, Client agrees to limit access to the Confidential Information to those employees or consultants having a need to know such information in order for Client to exercise its rights or perform its obligations herein, and then only after obtaining the written agreement of all such persons to maintain the confidentiality of such information and restrict its use solely to the purposes(s) specified herein.

c. **Exclusions.** Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Client; (ii) was in Client's lawful possession prior to the disclosure without obligation of confidentiality; (iii) is lawfully and rightfully disclosed to Client by a third party without restriction on use or disclosure; (iv) is independently developed by Client without use or reference to any Confidential Information; or (v) is required to be disclosed by court order or law (subject to the following sentence). Confidential Information that is required to be disclosed by court order or law in a situation affording the party subject to such court order or law no meaningful alternative may be disclosed to the extent so required, provided that Client shall use its best efforts to give Winshuttle prior notice of any such disclosure so as to afford

Winshuttle a reasonable opportunity to seek such protective orders or other relief as may be available in the circumstances.

**7. Disclaimer of Warranties; Limitation of Liability.**

a. WINSHUTTLE'S SERVICES SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THEY ARE FREE FROM DEFECTS. CLIENT AGREES TO BE BOUND BY THIS DISCLAIMER AND THE LIMITATIONS OF LIABILITY BELOW NOTWITHSTANDING THE FAILURE OF ANY REMEDY HEREUNDER OF ITS ESSENTIAL PURPOSE.

b. **Limitation of Damages.** NEITHER PARTY OR ITS LICENSORS, SUPPLIERS, RESELLERS OR SUBCONTRACTORS SHALL BE LIABLE OR OBLIGATED HEREUNDER FOR ANY EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING ANY LOSS OF DATA OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE LIABILITY OF WINSHUTTLE AND ITS LICENSORS, SUPPLIERS, RESELLERS AND SUBCONTRACTORS UNDER OR FOR BREACH HEREOF FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE FEES PAID TO WINSHUTTLE BY CLIENT HEREUNDER FOR THE PARTICULAR SERVICE AT ISSUE.

c. **Time Limits on Bringing an Action.** No action may be brought against Winshuttle relating to the Services more than twelve (12) months after the earlier of the time when the cause of action arose, or when Client was aware of facts forming the basis of the cause of action.

**8. Miscellaneous.**

a. **Notices.** All notices permitted or required to be given under this Agreement shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, or by certified U.S. mail, return receipt requested, at the address of the receiving party specified in the Registration Form (or at such different addresses as may be designated by either party by written notice to the other party), and shall be deemed complete three (3) days after mailing.

b. **Entire Agreement; Amendments.** These Terms and Conditions and the Registration Form contains the entire understanding between the parties with respect to the subject matter hereof, and completely revokes, replaces and supersedes all prior and contemporaneous agreements, express or implied, oral or written, except as herein contained. These Terms and Conditions may be amended or modified only in writing, signed by each party.

c. **Nonwaiver.** The failure of either party to enforce any provision of these Terms and Conditions or to exercise any right, remedy or provision of this Agreement shall not be considered to be a waiver of any such right, remedy or provision or of any subsequent breach of these Terms and Conditions. No provisions of these Terms and Conditions may be waived except by written agreement of each party.

d. **Assignment.** Neither party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder without obtaining such consent to any corporation, partnership, limited liability company or other person or entity (a) resulting from any merger or other reorganization to which it is a party or (b) to which it may transfer all or substantially all of its assets or business existing at such time. The rights and liabilities of the parties hereto will bind and inure to the benefit of the parties' respective permitted successors and assigns.

e. **Force Majeure.** Except for payment obligations hereunder, the parties hereto shall not be liable for failure of performance hereunder if occasioned by fire, flood, accident, explosion, war, declared or undeclared, prohibition of import or export of goods, governmental orders, regulations, restrictions or any other cause beyond the reasonable control of the parties.

f. **Governing Law; Jurisdiction; Attorneys' Fees.** This Agreement, and all matters or issues collateral hereto, shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York, without regard to any principles of choice or conflicts of law. The United Nations "Convention Relating to a Uniform Law on the International Sale of Goods," or any similar or successor convention of law, shall not be applied to this Agreement. In the event that the parties are unable to resolve any dispute between them, they agree that any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be commenced and maintained exclusively in any state or federal court located within New York, New York having subject matter jurisdiction with respect to the dispute between the parties. The parties hereby irrevocably submit to the jurisdiction of such courts in connection with such litigation, and irrevocably waive to the fullest extent permitted by law any objection to venue in such courts and any claim that such forum is an inconvenient forum. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In any such action or proceeding, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

g. **Construction.** The parties agree that the provisions of this Agreement shall not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision.