## Supplementary Terms for Trainings ("Supplementary Training Terms")

#### 1. SCOPE OF THESE TERMS

These Supplementary Training Terms shall apply in addition to R&S General Conditions for Deliveries and Services for Use in Transactions with Business Customers (hereinafter referred to as "General Conditions") for online, live virtual classroom, on-site and classroom courses (hereinafter referred to as "Trainings"). In the event of any conflicts or inconsistencies between the provisions of the General Conditions and those of the Supplementary Terms, the provisions of the Supplementary Training Terms shall prevail.

#### 2. USER SYSTEM REQUIREMENTS

- 2.1 A personal computer connected to the internet is required to attend online and live virtual classroom sessions. R&S recommends the use of a suitable monitor and headphones.
- 2.2 The video player automatically adjusts video resolution based on Customer's internet connection speed. However, R&S recommends a download bandwidth of at least 6 Mbps to watch video lessons.

## 3. ENROLLEMENT OF PARTICIPANTS

The Customer must assign the acquired Trainings to individual Participants. Participants must enroll personally to the assigned Training.

## 4. ACTIVATION PERIOD OF ONLINE COURSES

Once the Participant has enrolled on an online course, the Participant will have access to the Course materials for a period of 365 days (the "Activation Period"). The Activation Period will start on the day the Participant's registration was accepted.

#### 5. CANCELLATION

- 5.1 The customer may cancel a Training within 14 days after date of its purchase. If the Customer wishes to cancel a Training, notification must be given to R&S by email, post, or telephone as soon as possible using this contact form.
- 5.2 If the Customer cancels a Training within the aforementioned period, R&S reserves the right to charge an administration fee of 10% of the Course Fees.
- 5.3 On-Site Course Cancellation

On-Site Course may be cancelled after the period mentioned in 5.1. But the cancellation must be made at least 14 days before the agreed start date, otherwise R&S reserves the right to charge (i) a cancellation fee equivalent to 100% of the Course Fees. However, R&S accepts a substitution of enrolled Participants or a transfer to alternative courses.

- Substitution of registered participants may be made at any time before a Course starts, at no extra charge but subject to the replacement Participant providing suitable consent for their personal information to be shared in accordance with these Terms and Conditions and with our <u>Privacy Policy</u>.
- ii) Enrolled Participants who can no longer attend a particular Course can apply to attend the same Course at a future date if one is scheduled. A Participant may only make one transfer. The R&S Technology Academy makes no guarantee that the same Course (live-virtual, classroom or onsite) will be available at a future date.

## 5.4 Online Course Cancellation

Provided that the enrolled Participant has not viewed any more than 25% of the applicable online Course content, the Participant may also cancel the Online Course within 5 days of the start of the Activation Period for that Course. R&S may at its discretion refund 90% of the online Course Fees. R&S reserves the right to change its online Course cancellation policy at its discretion.

## 6. COURSE RESCHEDULING

R&S reserves the right to cancel or re-schedule a Course for any reason, including if R&S judges there to be an insufficient number of Participants enrolled on that particular Course. R&S will not be liable for any loss or expenses incurred by the Customer or Participant as a result of any such rescheduling, cancellation or alteration. This applies in particular (but is not limited to) any travelling, subsistence or consequential expenses incurred by the Customer or Participant.

#### 7. COMPLETION CERTIFICATES

**R&S Completion Certificate** 

Once a Participant has completed a Course, the Participant will receive a R&S Completion Certificate.

#### 7.1 IEEE Completion Certificate

- 7.1.1 For some of our Courses it is possible to request an IEEE Completion Certificate. Once Participants have completed an On-demand Online Course, they will also have the option to request a certificate from the Institute of Electrical and Electronics Engineers ("IEEE"). Participants taking Courses online are required to demonstrate their understanding of the Course material by way of online tests, with a required pass mark of 80%.
- 7.1.2 The IEEE awards certificates at its sole discretion and R&S is not able to require the IEEE to do so. Once a Participant has completed an Ondemand Online Course and requested an IEEE Certificate, R&S will pass the details of the Course, basic personal information about the Participant, including name, last name and e-mail address, and information regarding the Participant's completion of the online tests, to the IEEE. If the IEEE decides to award an IEEE Certificate, the IEEE will email it directly to the Participant.

#### 8. COURSE MATERIAL

All Courses are provided "as is". R&S makes no warranty, express or implied, regarding the quality, accuracy, completeness, timeliness, or fitness for a particular purpose of any Course, any instruction, any materials, or any other content or service that it provides. R&S does not warrant that the Courses or any other content provided by the Company will meet the needs of the Customer or Participant. R&S does not warrant that the Company Website will operate in an uninterrupted or error-free manner, or that the R&S Website is free of viruses or other harmful components.

## 9. EXPORT CONTROL COMPLIANCE

The customer must not share any course material, never mind the course format, with participants within the company or outside who are not compliant with any applicable export control regulations.

# 10. MODIFICATION OF CONTENT AND TRAINING MATERIALS ("CONTENT")

Content is made available solely for the personal use of Participants in connection with the Courses. The Content must not, in whole or part, be used, reproduced, transmitted or stored (in any form and by any means electronic, mechanical, recording or otherwise) for any other purpose including on or in connection with another website or publication, or for direct commercial gain, without the prior written permission of the relevant copyright owner.

Last update: March 2022