



## **Sage University Cancellation and Refunds Policy (Asia Pacific)**

**Last Updated: 24 June 2019**

Please read this cancellation and refunds policy ("**Cancellation Policy**") carefully as it describes Sage University and your rights to cancellation, termination and refunds. This Cancellation Policy applies to all types of learning available in Sage University offered by the following Sage entity and its affiliates:

- If you are domiciled in or your company, business or organisation is based in *Singapore, Malaysia, Hong Kong, China, Thailand, India, Philippines, Indonesia, Cambodia, Myanmar, Vietnam, Japan, South Korea, Sri Lanka, Taiwan, Maldives, Laos, Bangladesh and Brunei* (collectively referred to "**Asia**"), then the Sage entity referred to in this Cancellation Policy could, depending on the billing entity, either be: (a) Sage Software Asia Pte. Ltd. of 12 Marina View #25-02/03 Asia Square Tower 2 Singapore 018961; or (b) Sage Malaysia Sdn Bhd of Suite 1B-6, Level 6, Block 1B, Plaza Sentral, Jalan Stesen 5, Kuala Lumpur Sentral, 50470, Kuala Lumpur, WP Kuala Lumpur, Malaysia.
- If you are domiciled in or your company, business or organisation is based in *Australia, New Zealand or Oceania* (collectively referred to "**Australasia**"), then the Sage entity referred to in this Cancellation Policy could, depending on the billing entity, either be: (a) Sage Software Australia Pty Limited; or (b) Sage Business Solutions Pty Ltd, of Level 11, The Zenith Tower B, 821 Pacific Highway, Chatswood NSW Australia 2067.

### **Sage University's Rights to Cancellation, Termination or Postponement**

1. Subject to Clause 2 below, Sage University reserves the right to cancel, terminate or postpone any course for any reason, including without limitation, the occurrence of the following events:
  - (a) where the course fails to meet the minimum number of participants; or
  - (b) where majority of the participants attending any Realtime, Anytime or Virtual Classroom courses encounters technical difficulties.
2. Sage University will notify participants of any cancellation, termination or postponement by providing prior written notice (Unless due to unforeseen circumstances such as instructor illness, in which case you will be contacted as soon as possible, by the most direct method available to us; may be phone call or email) through e-mail as follows:
  - (a) if you registered for Classroom Learning: at least 7 calendar days' notice prior to the commencement of the course; or
  - (b) if you registered for Realtime, Virtual Classroom learning: at least twenty-four (24) hours' notice prior to the commencement of the course.

For the avoidance of doubt, this clause is not applicable for Anytime Learning due to the nature of the learning.

### **Your Rights to Cancellation and/or Termination**

3. Depending on the type of learning mode registered, you may be entitled to cancel or terminate the course by providing Sage University written notice prior to the commencement of the course:
  - (a) if you registered for Classroom Learning, you will have to provide at least 14 calendar days' notice; or
  - (b) if you registered for Realtime and/or Virtual Classroom Learning, you will have to provide at least 10 calendar days' notice.Participants of Anytime Learning are not entitled to cancellation or termination.
4. Notice of cancellation or termination must be provided to Sage University at [learningservices.asia@sage.com](mailto:learningservices.asia@sage.com).

### **Consequence of Cancellation and/or Termination**

5. Except for Anytime Learning, Sage University shall use its best endeavour to re-schedule any course cancelled, terminated or postponed, to an alternative date within one (1) year from the date of cancellation, termination or postponement.
6. Sage shall provide a refund in the form of training credits for the full value of the course if:
  - (a) Sage University fail to re-schedule the course within one (1) year from date of cancellation, termination or postponement; or
  - (b) you exercise your rights under paragraph 3.

For the avoidance of doubt, this clause shall not be applicable to Anytime Learning.

7. Training credits are valid for a period of 12 months. You may use the training credits to register for the same course which commences at a later date or, transfer to another course under the same product line, subject to availability. Participants are required to top up the difference if the selected course fee exceeds the training credits available to the participants.
8. Other than expressly set forth herein, the parties agree that in no event shall Sage University be liable any loss or damages incurred by the participant (including any accommodation, travel or logistics fees or penalties incurred) as a result of any cancellation, termination or postponement of the selected courses by either party. Any cancellation or termination by you will result in full forfeiture of the course fees, and Sage shall not be obliged to provide any cash refunds or reimbursement of any fees paid in advance for the course (whether in the form of training credits or otherwise).
9. In view of the no-refunds policy of Sage, it is important for participants of Realtime, Anytime or Virtual Classroom learning to understand that it is their responsibility to ensure that they have appropriate access to the internet and adequate bandwidth prior to the commencement of the course.

#### **Further Information**

10. Sage University may change this Cancellation Policy at its discretion from time to time. Sage University always update this Cancellation Policy on our website, so please try to read it when you visit the website (the 'last updated' reference tells you when we last updated this Cancellation Policy).

#### **Definitions**

11. For the purpose of this Cancellation Policy, the following expression shall have the following meaning:

**"Sage University"** means the Sage entity whom you are contracting with for the provision of the Sage courses, whose virtual presence is at [www.sageu.com](http://www.sageu.com).

**"participants"** means individuals who have registered and paid for a course provided by Sage University.

**"e-mail"** means the email address provided by the participants during the registration process.

**"Classroom Learning"** means the delivery of a course in a physical premise. The location of the premise shall be determined by Sage University in its sole discretion and shall be notified to the participants prior to the commencement of the course.

**"Realtime Learning"** means the delivery of a course live through the real-time streaming of the course over the internet at a scheduled time. These courses are also known as webinars and does not have interactive classroom functionalities. Participants to Realtime Learning will have to join the course through a hyperlink provided by Sage University at a schedule time.

**"Anytime Learning"** means the delivery of a pre-recorded course through the internet. Participants to Anytime Learning will be able to join the pre-recorded course through a hyperlink provided by Sage University. Participants are not confined to a physical location or time.

**"Virtual Classroom Learning"** means the delivery of a course through real-time streaming of the course, over the internet at a scheduled time. These courses have interactive classroom functionality (where attendees have a sandbox learning environment and can have a direct conversation with the instructor). Participants to Virtual Learning will have to join the course through a hyperlink provided by Sage University at a schedule time.

**"product line"** means the line of Sage products and services that falls under the same category.