

PRI Qualification Terms & Conditions

The following constitute the terms and conditions to which registrants agree when purchasing any Performance Review Institute (“PRI”) examination (“Terms & Conditions” or “Agreement”). If you are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity then, “Customer” or “Registrant” or “you” or “your” shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to these Terms & Conditions, and you are binding your company to these Terms & Conditions. PRI and you shall each be referred to as a “Party” and together as the “Parties” in this Agreement. If you do not have such authority, or if you do not agree with these Terms & Conditions, you must not accept these Terms & Conditions and may not use the documentation, whether printed or available online, provided by PRI in relation with the examination (“Examination Material”). PRI reserves the right to review and update these Terms & conditions periodically at its sole discretion.

BY ACCEPTING THIS AGREEMENT, BY SUBMITTING AN ORDER OR PURCHASING AN EXAMINATION THROUGH THE PRI QUALIFICATION EXAMINATION WEBSITE OR BY USING OR ACCESSING PRI QUALIFICATION MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. REGISTERING FOR AN EXAMINATION

When you purchase an examination(s) through PRI’s chosen online examination provider, your purchase represents an offer to PRI to register you for the examination(s) you selected. After registering for your examination(s), you will be granted access in the PRI Qualification examination website and receive an automated summary email of your selection. PRI will accept your offer by providing you with access to your chosen examination(s) onto the PRI system and sending you an email confirming that you have been registered.

2. PAYMENT

Fees will be paid by registrants at the point of booking via a secure online payment process administered by PRI’s chosen online examination provider or through payment of an invoice from PRI, as applicable. Payment is due upon receipt of invoice. Please note that if registrants do not provide accurate details (including type of card and number) or if your credit card company does not authorize payment, your purchase will be deemed void. PRI will not accept any liability for costs incurred as a result of purchases deemed void in this manner.

Sales taxes (VAT, TVA etc.), if any, are charged at the applicable rate depending on the product and/or customer.

3. YOUR OBLIGATIONS

You must comply with all relevant rules and regulations of the PRI Qualification examination procedures and certification scheme. You may not allow anyone else to access the examination(s) via your log-in details. You must not make a claim to be certified beyond the

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scope of the examination(s) in which you have met the required criteria. You must not use the certification in such a manner as to bring PRI into disrepute or in any way that could be deemed misleading. You must not make any statement regarding the certification which PRI considers misleading or unauthorized.

In these circumstances, PRI will neither refund any fees nor reimburse any other costs.

CERTIFICATION STATUS

4.1 Suspension or Withdrawal. If for any reason PRI determines your certification should be suspended or withdrawn, your access to PRI's examination website may be revoked. You must discontinue the use of all claims to certification that contain any reference to PRI or the certification issued. Should PRI become aware of or uncover actions regarding the validity or authenticity of an exam or assessment taken, PRI may take corrective actions. If you are identified as receiving assistance or have actively engaged another person to complete an exam, PRI may revoke or suspend your certification(s). In addition to the specific exam certification being revoked, you will risk a review authenticating all previously passed exams. Upon suspension or withdrawal of certification, your digital badge will be revoked.

4.2 Inability to meet certification requirements. You are expected to inform PRI, without delay, if you are incapable of fulfilling the requirements of your certification.

4.3 Appeals. You have the right to file an appeal if you do not agree with the outcome of your examination and believe you were wrongly denied certification. Parties are expected to adhere to the appeals process as outlined in PRI Qualification procedures.

5. WARRANTY AND DISCLAIMER

PRI ensures that all examination services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards.

PRI does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors, and omissions.

6. LIMITATION OF LIABILITY

PRI does not accept responsibility for anyone acting as a result of information in, or views expressed in, its Bodies of Knowledge. PRI does not accept responsibility for any business losses, loss of revenue, income, profits, or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill resulting from actions taken by an individual in receipt of a PRI Qualification Certificate of Qualification.

PRI makes no representations about the reliability, accuracy, suitability, or lack of viruses for the information, software, products, services and related graphics contained in the site. All

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information, software, products, services and related graphics are provided “as is” without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

PRI shall not be liable for any direct, special, indirect, incidental, consequential, or punitive damages, including without limitation, lost revenues, or lost profits, which may result from the use of, access to, or inability to use these materials. Under no circumstances will the total liability of PRI to you based on any cause of action exceed \$100.

7. INDEMNIFICATION

Both Parties agree to defend, indemnify, and hold harmless the other Party and its directors, officers and employees from and against any demands, damages or liabilities (including reasonable attorney's fees) arising from a third-party claim that the indemnifying Party caused bodily injury (including death) or damaged real or tangible personal property.

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

PRI owns the intellectual property rights to all Examination Materials including the Bodies of Knowledge, design, text, logos, and custom graphics of all printed materials. When you are given access to the Examination Material, you are granted a non-exclusive, non-transferable, revocable license to use the Examination Material. No Examination Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without PRI's prior permission. Any such use is strictly prohibited and will constitute an infringement of PRI's intellectual property rights. Violations may lead to the suspension or withdrawal of certification.

To provide a continuous check on the consistency and quality of examination delivery, candidates may receive a follow-up email asking them to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to examination content and delivery. Personal information provided in feedback will not be shared with unauthorized personnel.

9. CONFIDENTIALITY

Except as otherwise set forth in these Terms & Conditions, each party may disclose to the other party certain confidential information under these Terms & Conditions. Each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that could be understood to be confidential or proprietary by a reasonable person disclosed to such party (“Receiving Party”) by the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”) Any PRI technology, any commercial terms (including pricing) of these Terms & Conditions and any performance information relating to the products shall be deemed Confidential Information of PRI without any marking or further designation. Except as

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expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms & Conditions unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

10. MISCELLANEOUS

10.1 Dispute resolution: Arbitration. In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the AAA. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in Pittsburgh, Pennsylvania. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

10.3 Contact. Please contact PRI's Professional Development department for any other examination questions or requests by emailing: PRIQualification@p-r-i.org.

10.4 Privacy Notice. All information provided by you under these Terms & Conditions will be treated in accordance with PRI's Privacy Notice [Click to view the Privacy Notice](#).

10.5 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms & Conditions (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency each a Force Majeure Event.

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10.6 Entire Agreement and Severability. This Agreement is the entire agreement between you and PRI relating to the examination and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the examination or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable, or illegal, the other provisions shall continue in full force and effect.