



For your reference please find our latest program terms and conditions which are updated regularly.

SKILLS AMBASSADOR PROGRAM AGREEMENT

Last updated 13th July, 2023

PLEASE READ THIS SKILLS AMBASSADOR PROGRAM AGREEMENT CAREFULLY.

This is a contract between you (the “Skills Ambassador”) and us (“Digital Skills Authority”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The Skills Ambassador Program Agreement applies to your participation in our Skills Ambassador Program (the “Skills Ambassador Program”). These terms are so important that we cannot have you participate in our Skills Ambassador Program unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Skills Ambassador Program changes, ends, or becomes part of an existing program, including our partner programs. If we update or replace the terms we or the Skills Ambassador Tool will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

Definitions

“Digital Skills Authority” means a company owned, operated or controlled by Digital Skills Authority Inc.

“Skills Ambassador Program” means our Skills Ambassador program as described in this Agreement.

“Skills Ambassador Lead” means a customer prospect who clicks on the Skills Ambassador Link that we have made available to you via the Skills Ambassador Tool.

“Skills Ambassador Link” means the unique tracking link you place on your site or promote through other channels.

“Skills Ambassador Policies” means the policies applicable to Skills Ambassadors which we may make available to you from time to time.

“Skills Ambassador Tool” means the tool that we make available to you upon your acceptance into the Skills Ambassador Program and for you to use in order to participate in the Skills Ambassador Program.

“Agreement” means this Skills Ambassador Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described in the Skills Ambassador Tool (or if applicable, in the Program Policies) for each Customer Transaction.

“Customer” means the authorized actual user of the Digital Skills Authority Products who has purchased or signed up for the Digital Skills Authority products after being an Skills Ambassador Lead.

“Customer Transactions” means those transactions by Skills Ambassador Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement. Customer Transactions may include customer purchases or customer signups, as further described in the Skills Ambassador Tool.



“Customer Data” means all information that Customer submits or collects via the Digital Skills Authority Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through the Digital Skills Authority Products.

“Digital Skills Authority Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“Digital Skills Authority Products” means both the Subscription Service and Other Products.

“Program Policies Document” means the documentation on the portal where we will provide all the up to date guidelines and policies for the Skills Ambassador Program.

“Subscription Service” means our e-learning subscriptions, that are subscribed to, and developed, operated, and maintained by us, accessible via <https://www.digitalskillsauthority.org> or another designated URL.

“We”, “us”, “our”, and “Digital Skills Authority” means Digital Skills Authority Inc.

“You” and “Skills Ambassador” means the party, other than Digital Skills Authority, entering into this Agreement and participating in the Skills Ambassador Program.

Exclusivity

This Agreement does not create an exclusive agreement between you and us. you will not have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Skills Ambassador Acceptance

Once you complete an application to become an Skills Ambassador, we will review your application and notify you whether you have been accepted to participate in the Skills Ambassador Program, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Skills Ambassador Program within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Skills Ambassador Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrolment criteria set out in the Program Policies Page, if applicable. Failure to complete any enrolment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Skills Ambassador Program.

Your acceptance and participation in the Skills Ambassador Program does not mean that you will be accepted into any of our Digital Skills Authority Partner Programs. In order to participate in these programs, you will need to apply in accordance with the relevant application procedure.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

Code of Conduct

By becoming an Ambassador of Digital Skills Authority, you are agreeing to the below Code of Conduct for our organization.

A Skills Ambassador, representing the Digital Skills Authority, will be committed to upholding the highest standards of professionalism, respect, and integrity. The following code of conduct outlines the behavior and expectations that guide interactions as a representative of the organization:

Professionalism and Politeness:

A Skills Ambassador will consistently maintain a professional demeanor and interact with others in a polite and respectful manner understanding that conduct reflects directly on the Digital Skills Authority and will strive to uphold its positive reputation.

Language and Communication:

A Skills Ambassador will refrain from using foul language, racial slurs, hate speech, or any form of derogatory language in the understanding that effective communication involves clarity, respect, and professionalism, and communication is in a manner that promotes understanding and collaboration.

Sexual Harassment and Discrimination:

A Skills Ambassador will not engage in any form of sexual harassment, discrimination, or offensive behavior towards individuals based on their gender, race, ethnicity, religion, sexual orientation, disability, or any other protected characteristic and is committed to fostering an inclusive and welcoming environment for all.

Political Activism:

A Skills Ambassador will not engage in over-political activism while representing the Digital Skills Authority in recognition of the importance of neutrality in my role as a Skills Ambassador and will focus on promoting digital skills and the organization's mission without engaging in partisan activities or expressing personal political opinions.

Positive Language and Client Relations:

A Skills Ambassador will always use positive and constructive language when communicating with clients, companies, and stakeholders in understanding the importance of maintaining good relationships and will avoid any negative or derogatory remarks that may harm the reputation of our clients or the Digital Skills Authority.

Compliance and Reporting:

A Skills Ambassador will adhere to all applicable laws, regulations, and policies governing the Digital Skills Authority's operations. Any violations or breaches of this code of conduct, and will promptly report them to the appropriate channels within the organization.

By abiding by this code of conduct, a Skills Ambassador will commit to representing the Digital Skills

Authority in a professional and responsible manner. Any violation of this code will result in your participation in the program being revoked along with all benefits.

Customer Transactions

Skills Ambassador Program Limits. Each accepted Skills Ambassador Lead will expire according to the information provided in the Skills Ambassador Tool (or if applicable, in the Program Policies) from the date the Skills Ambassador Lead clicked on the Skills Ambassador Link that was made available by you. We will pay you Commission as described in the Skills Ambassador Tool (or if applicable, in the Program Policies) for each new Customer who completes an applicable Customer Transaction after clicking on an Skills Ambassador Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The start of the Customer's subscription is determined by the date of the first purchase or sign up (as applicable) of the Subscription Service by the Customer and you will receive a Commission payment for that Customer Transaction only, regardless of any additional purchases made by that customer during their Subscription Service. For example, if the initial Customer Transaction is for one user of an e-learning subscription, and there is a subsequent purchase by that same customer for an additional user for the same subscription, Skills Ambassador will receive Commission for the initial user purchase only. The Skills Ambassador will not be entitled to receive Commission on any additional purchases of Digital Skills Authority Products by that same Customer.

Eligibility

To be eligible for Commission (i) an Skills Ambassador Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer during the locking period in the Skills Ambassador Tool (or if applicable, in the Program Policies). You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Digital Skills Authority Skills Ambassadors; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, misuse of the Skills Ambassador Link, in violation of any Skills Ambassador Program Policies that we make available to you, misuse of the Skills Ambassador Tool or by any other means that we deem to breach the spirit of the Skills Ambassador Program, or (v) the Customer participates in any of our partner programs, including our Agency Partner Program, Sales Referral Partner Program or Sales Solutions Partner Program and is eligible to receive commission in relation to the Customer Transaction under any of these programs. If at any point you are eligible to receive a revenue share payment or commission under another Program at Digital Skills Authority, that payment amount will not change based on your participation in the Skills Ambassador Program. For example, you will not be able to receive the Commission set out in this Agreement on any Partner Transaction that was completed whilst participating as a partner in the Solutions Partner Program (as defined in the Solutions Partner Program Agreement). In competitive situations with other Skills Ambassadors, we may elect to provide the Commission to the Skills Ambassador that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

Acceptance and Validity

You will only be eligible for a Commission payment for any Customer Transactions that derived from Skills Ambassador Leads generated by the Skills Ambassador Link that we make available to you and are accepted by Digital Skills Authority. An Skills Ambassador Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Skills Ambassador Lead in our reasonable discretion.



If an Skills Ambassador Lead does not purchase the Subscription Service within the time period described on the Skills Ambassador Tool (or if applicable, in the Program Policies) of their first click on the Skills Ambassador Link, you will not be eligible for a Commission payment, even if the Skills Ambassador Lead decides to purchase after the time period has expired. An Skills Ambassador Lead is not considered valid if it's first click on the Skills Ambassador Link is after this Agreement has expired or terminated. Engagement with Prospects. Once we have received the Skills Ambassador Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Skills Ambassador Lead is valid. If an Skills Ambassador Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Skills Ambassador Lead. Any engagement between Digital Skills Authority and an Skills Ambassador Lead will be at Digital Skills Authority's discretion.

Commission and Payment

In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Skills Ambassador Tool); (ii) completed all steps necessary to create your account in the Skills Ambassador Tool in accordance with our directions, (iii) have a valid and up-to-date Paypal account listed in the Skills Ambassador Dashboard with such account (iv) completed any and all required tax documentation in order for the Skills Ambassador Tool to process any payments that may be owed to you.

Requirements for Payment

Forfeiture. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4(a)(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5(a)(i-iv), then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

Commission Payment.

We or the Skills Ambassador accounting tool will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion). Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Commission Amounts. We reserve the right to alter or change the Commission amount as per the Skills Ambassador Tool.

Training and Support

We may make available to you, without charge, various webinars and other resources made available as part of our Skills Ambassador Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Skills Ambassador Program benefits or offerings at any time without notice.

Trademarks

During the term of this Agreement, in the event that we make our trademark available to you within the Skills Ambassador Tool, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Skills Ambassador Program and this Agreement; (iii) comply with our vendor kit and Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

Digital Skills Authority's Proprietary Rights. No license to any software is granted by this Agreement. The Digital Skills Authority Products are protected by intellectual property laws. The Digital Skills Authority Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Digital Skills Authority Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Digital Skills Authority Content, or the Digital Skills Authority Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use Digital Skills Authority Content, you must comply with our Content Usage Guidelines here. Digital Skills Authority, the Digital Skills Authority logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

Customer's Proprietary Rights. As between you and Customer, Customer retains the right to access and use the Customer portal associated with the Digital Skills Authority Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

Confidentiality

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), (i) whether orally or in writing, that is designated as confidential, and (ii) Digital Skills Authority customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, “do not call” and “do not send” requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, “do not call” and “do not send” requests.

Term and Termination

Term. This Agreement will apply for as long as you participate in the Skills Ambassador Program, until terminated.

Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.

Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

Termination for Cause

We may terminate this Agreement: (i) upon thirty (30) days’ notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our Skills Ambassador, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

Effects of Expiration/Termination.

Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the ‘Termination for Agreement Changes’ section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment under the Solutions Partner Program Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Skills Ambassador Tool that we make available to you for your participation in the Skills Ambassador Program. Upon termination or expiration, a Skills Ambassador Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Skills Ambassador Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer’s subscription agreement to be terminated.

Skills Ambassador Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Skills Ambassador Program and to provision Digital Skills Authority with Skills Ambassador Lead’s for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Skills Ambassador Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Skills Ambassador Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Skills Ambassador Program (for example, by clearly stating you are a Digital Skills Authority Skills



Ambassador on any website(s) you own where you make an Skills Ambassador Link available); (ii) you will accurately provide in the Skills Ambassador Tool all websites and domains you own where you intend to use Skills Ambassador Links to generate Skills Ambassador Leads; (iii) you will not purchase ads that direct to your site(s) or through an Skills Ambassador Link that could be considered as competing with Digital Skills Authority's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Skills Ambassador Link to purchase Digital Skills Authority products for yourself; and (vii) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, lframes, or hidden frames), or offering incentives to encourage purchases or signups.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and Skills Ambassadors) by a third party not Skills Ambassador with us to the extent that such Action is based upon or arises out of (a) your participation in the Skills Ambassador Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Skills Ambassador Tool, or (e) our use of the Skills Ambassador Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

Disclaimer of Warranties. WE AND OUR DIGITAL SKILLS AUTHORITY COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE Digital Skills Authority PRODUCTS, Digital Skills Authority CONTENT, THE Skills Ambassador PROGRAM OR THE Skills Ambassador TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE Skills Ambassador TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE Digital Skills Authority PRODUCTS AND Skills Ambassador TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE Digital Skills Authority PRODUCTS AND THE Skills Ambassador TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

Skills Ambassador Tool. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE Skills Ambassador TOOL THAT YOU USE. WE DO NOT PROMISE TO MAKE THE Skills Ambassador TOOL AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.

Cookie Duration. COOKIES USED AS PART OF THE Skills Ambassador TOOL HAVE A SET DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, Digital Skills Authority SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

General

Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Skills Ambassador Tool and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Skills Ambassador Tool have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version at <https://legal.DigitalSkillsAuthority.com/SkillsAmbassador-program-agreement>. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

Applicable Law

This Agreement shall be governed by the laws of the state of Delaware, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Delaware.



Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Actions Permitted

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Relationship of the Parties

Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

Compliance with Applicable Laws

You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Digital Skills Authority Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury.

Severability

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

Notices

Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

Entire Agreement

This Agreement is the entire agreement between us for the Skills Ambassador Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Digital Skills Authority Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Digital Skills Authority Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Skills Ambassador or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.



Program Policies Page

We may change the Program Policies from time to time. Your participation in the Skills Ambassador Program is subject to the Program Policies, which are incorporated herein by reference

No Licenses

We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Digital Skills Authority Products, our trademarks, or any other property or right of ours.

Sales by Digital Skills Authority

This Agreement shall in no way limit our right to sell the Digital Skills Authority Products, directly or indirectly, to any current or prospective customers.

Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.