



## Subscription Terms and Conditions

Subscribing to our courses represents entering into a formal agreement with Digital Skills Global (DSG). This agreement includes:

### Payment Terms

Participants are responsible for fees upon registration. Participants can choose to pay using monthly or annual subscriptions.

#### Monthly Payments

Monthly payments are automatically debited from participant's credit cards. Unless otherwise specified in a Subscription, such fees will be billed in advance for each month and are non-refundable.

We reserve the right to modify our billing rates at any time upon thirty (30) days written notice by posting these fee changes to the Site or by notifying you via email. Should participants continue to use the Services after these changes go into effect, they will be responsible for paying the new Subscription/billing rate.

#### Yearly Payments

Yearly payments are automatically debited from participant's credit cards. We reserve the right to modify our billing rates at any time upon thirty (30) days written notice by posting these fee changes to the Site or by notifying you via email. Should participants continue to use the Services after these changes go into effect, they will be responsible for paying the new Subscription/billing rate.

#### Account Set-up

Participants will be sent access details to the Learning Management System (LMS) within three working days of submitting their subscription payment.

#### Cancellation Policy

Participants must provide seven days' notice to cancel their account. Participants can cancel their subscription at any time. Participants looking to cancel their subscription should email [accounts@digitalskillsglobal.com](mailto:accounts@digitalskillsglobal.com) with their request. Digital Skills Global will cancel subscriptions within three working days of receiving a cancellation request.

DSG will cancel participants LMS access upon non-payment of monthly or annual subscriptions. Participants can reactivate access upon re-subscribing to a subscription payment plan.

## **Refund Policy**

Participants agree to pay all subscription fees. Unless otherwise specified in a subscription, such fees will be billed in advance and are non-refundable.

## **Participant Rights and Obligations**

### **Obligations of Digital Skills Global**

For the duration of the subscription, Digital Skills Global shall honour relevant obligations arising from this agreement.

DSG will also honour the privacy right of participants as set out in our [Privacy Statement](#).

### **Obligations of the Participant**

For the duration of the subscription, the Participant shall comply with all obligations / duties set out in this Agreement.

## **Intellectual Property Rights**

### **Warranty**

The Participant warrants that he/she has not and shall not enter into any agreement, which may conflict with this agreement.

### **Copyright, Trademarks & Intellectual Property Rights (IPR)**

DSG is protected by copyright, trademark, patent, trade secret and other laws. DSG owns and retains all copyrights, trademarks and other intellectual property rights associated with the course content, being DSG's corporate know-how (IPR).

DSG grants the Participant a limited, revocable, non-sub-licensable license to access and display the course content (excluding any software code) solely for personal, non-commercial use.

All copyright, trademarks, patents and other intellectual property rights of the course content (notwithstanding the distinctive features) are owned by DSG. Except as explicitly authorized by DSG, the Participant shall not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, distribute, loan, share, advertise, sell, broadcast, transmit, retransmit, perform, display or otherwise use any content, or indices thereof, either physically or electronically.

Except where explicitly authorized by DSG, the Participant shall not create material that derives from or is based on course content. This prohibition applies regardless of whether the derivative material is sold, bartered or given away. The Participant shall not either directly or through the use of any device, software, internet site, web-based service or other means; remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the content or any digital rights management mechanism, device, or other content protection or access control measure associated with the content including geo-filtering mechanisms. The Participant shall not build a business utilizing the content, or any IP or 'know how', whether or not for profit.

The Participant shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, misuse, transfer, or sell any information, software, products or services in respect of software, licensed to and/ or copyrighted by DSG for installation on Computer Equipment & Systems.

Intellectual Property Rights attached to the course content (including business processes therein) remain vested in DSG.

The Participant acknowledges that all Intellectual Property Rights and Copyrights in the course content belong to DSG. The Participant has no rights in or to the Intellectual Property Rights and copyrights other than the right to their use in accordance with the terms and conditions of the course for the duration thereof. DSG may at its sole discretion, permit the use of the Intellectual Property Rights and copyrights by the Participant after the termination of the course, upon request, and on such terms as it sees fit.

### **Computer Equipment & Systems**

When applicable and/or necessary, DSG will provide web-hosting space to course participants completing digital design and/or coding courses, to allow Participants to host course work on the following basis:

- This web hosting facility will only be used by the Participant course-related work.
- No copyrighted or illegal content will be uploaded to this web hosting facility.
- This web hosting facility is publicly accessible via a URL pre-defined by DSG. Personal information or information the Participant does not wish to be publicly viewable will not be uploaded to this web hosting facility.
- The Participant is responsible for keeping a local/ offline backup of files uploaded to the web hosting facility.
- In the event that DSG discovers any material on the web hosting facility it deems unsuitable, be this purposely-uploaded content or malicious content as a result of the Participant's site being compromised, DSG will suspend the website immediately without notice.
- By using the web hosting facility provided, the Participant agrees to be bound by these terms.
- DSG shall provide relevant Systems and Software Services to the Participant for the duration thereof upon the following terms:
- The Participant shall not use the Systems and Software Services for any purpose that is unlawful or prohibited by this Agreement.
- The Participant shall not upload, post, email or otherwise transmit or communicate any material which is likely to cause harm to equipment or anyone else's computer systems, including but not limited to, that which contains viruses, Trojans, worms, codes, data, logic bombs, corrupted files, or any other similar software or course that are malicious or technologically harmful or may damage the operation of the equipment or any other computer or to allow unauthorized access to computer equipment and systems which may cause any defect, error, malfunction or corruption of computer equipment and systems
- The Participant shall not upload, post, email or otherwise transmit or communicate material (including, but not limited to, images) that is, or which DSG considers, in its sole discretion to be obscene, offensive, blasphemous, unlawful, pornographic, menacing, threatening, racist, abusive, harmful, an invasion of privacy or publicity rights, libellous, defamatory, illegal or otherwise objectionable.

- The Participant shall not upload, post, email or otherwise transmit or communicate material (including, but not limited to, images) that participants do not have the right to transmit or communicate under any contractual or fiduciary relationship or which infringes any copyright, trademark, patent, trade secret or other intellectual property right or any moral right of any party.
- The Participant shall not upload, post, email or otherwise transmit or communicate material in any manner that alludes to emanating from DSG.
- The Participant shall not use or make available files that contain images, photographs, software or other material protected by intellectual property laws, including but not limited to copyright, trademark, patent or trade secret laws, or other proprietary right of any party unless the Participant owns or controls the rights thereto or has received all necessary explicit written authorization from DSG to do so.
- The Participant shall not advocate, promote or assist with unlawful goods, services or activities, nor unlawful acts, for example copyright infringement or computer misuse.
- The Participant shall not download any content posted by another user of DSG where the Participant should reasonably know such content cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- The Participant shall be personally responsible for their own behavior in connection with the usage of the Systems and Software Services.
- The Participant shall indemnify, defend and hold harmless DSG, and their respective subsidiaries, affiliated companies, joint ventures, business partners, servants, agents, licensors, employees, agents and any third party from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and legal fees, arising out of (a) images or other content posted by the Participant or any other person who accesses the Internet using that Participant's login credentials, (b) a breach of these terms and conditions or (c) a breach of the rights of a third party.
- The Participant acknowledges that the prohibitions set out above are by way of example, and are not exhaustive.
- If any action is brought DSG by a third party, alleging that material downloaded or stored on the Computer Equipment & Systems by the Participant, infringes their intellectual property rights, DSG shall at their respective discretion defend or settle the claim and the Participant shall indemnify DSG against any award of damages and costs arising from such.

#### **Use of Learning Management System (LMS) and any other sanctioned technology platforms**

- The Participant shall have access to DSG's Learning Management System and any other relevant technology platforms and connecting services as sanctioned by DSG. In order to function effectively, the Learning Management System makes use of cookies, and the Participant agrees and will accept cookies from these sites. Access to the LMS is withdrawn after the participant cancels their subscription. Use of all technology platforms is subject to the following terms and conditions:

The Participant shall not:

- Create, display, produce, store, circulate or transmit pornographic or other offensive material in any form or medium (including distributing and/or displaying offensive images, language or any other type of offensive content including the bullying or harassment or intimidation of others).

- Create, store or transmit material that is defamatory or libellous or infringes copyright.
- Intentionally or otherwise provide or submit false information.
- Edit or modify any element of the Learning Management System and other course technology platforms without explicit written authorization.
- Use others' login credentials.
- Deliberately introduce any virus, worm, Trojan or other harmful or nuisance file, or deliberately circumvent precautions taken by DSG to prevent the occurrence of same.
- Copy code, software or content provided without explicit written authorization.
- Provide access to non-Participants.
- Violate copyright laws, data protection laws and computer misuse laws.
- Use DSG sanctioned technology platforms for political purposes.
- The Participant acknowledges that prohibitions set out above are by way of example, and are not exhaustive.

Should any of the terms or conditions be violated, DSG reserve the right to restrict a Participant's use of the Learning Management System and other technology platforms to a minimum level or prohibit access entirely for a duration to be decided by DSG.

## Content Changes

DSG reserves the right to make changes as required to content - including modules, streams, tracks and electives – at its sole discretion.

## Content

Content may appear in the course which refers to tools, activities and group work. These assets might not be provided within the subscription learning environment. The accuracy of the information on the LMS is not guaranteed and is subject to change, and therefore DSG cannot accept responsibility for any loss, damage or expense incurred upon using any Content or other information contained on the LMS.

## Learning Management System (LMS)

While DSG will endeavour to provide you with uninterrupted access to the LMS, we may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of the service where DSG has a legal, technical or other legitimate reason to do so. However, DSG will try, wherever possible, to give reasonable notice of this.

## Support

Participants will have access to the LMS ticketing system and will be able to ask questions. Technology and billing support will be available to participants.

## Subscription Experience

Participants will have the opportunity to interact with quizzes at the end of each unit. Quizzes will show scores, and those scores should not be interpreted as "grades" or a credential that can be used to demonstrate proficiency or completion.

Participants will not have access to:

- Forums
- Coaching
- PX Support
- Industry Partner Projects

## Accounts and Security

The Participant is responsible for keeping his/her individual Computer Equipment & Systems login credentials, and is responsible for any activity that occurs under the Participant's login credentials.

## Technology Requirements

An Internet connection is essential, as the content is delivered via the Internet and includes HD video, a fast stable internet connection is very important. We would recommend a fixed line broadband connection with minimum speed of between 4Mb - 8Mb/s.

## Community Engagement

Participants are responsible for posts on all DSG owned social media accounts. DSG does not agree with or endorse every comment that individuals post on our pages. Our goal is to share ideas and information with as many individuals as possible. Sharing content may at times lead to lively discussion and debate, which we welcome on our platforms.

However, in order to ensure that debate remains respectful and constructive, there are a few guidelines we would ask you to follow.

When posting, we ask you to refrain from the following:

- Hate speech,
- Profanity, obscenity or vulgarity,
- Defamation to a person or people,
- Name calling and/or personal attacks,
- Shouting i.e. everything written IN CAPS,
- False, misleading or deceptive statements,
- Content that is completely off topic or repetitive,
- Links to unrelated personal blogs or websites,
- Content whose main purpose is to sell a product,
- Spam material, such as the same commenter commenting or asking questions repeatedly on a profile.

## Restrictive Covenants

During the course and for a period of twenty-four months after its termination howsoever caused, the Participant shall not, without prior written authorization from DSG, directly or indirectly in any capacity either on his/her own behalf or in conjunction with or on behalf of any other person, firm, organization, business, concern or enterprise whatsoever, solicit or entice or endeavour to solicit or entice away from the service of DSG or any person employed by DSG in any capacity whatsoever whether or not such person would commit a breach of contract of employment.

## Confidentiality

For the duration of the course and following its termination, the parties and their personnel shall treat as confidential and shall not use or disclose to any person or organization, other than in provision of services required, confidential information and/ or Intellectual Property Rights belonging to another party, its clients, suppliers, customers, nor permit its use or disclosure. In particular, the Participant shall maintain any source code provided by DSG under maximum-security conditions.

The provisions of this clause shall survive the termination of this Agreement but the restrictions contained under IPR shall cease to apply to any information, which may come into the public domain otherwise than through unauthorized disclosure.

## Image Release

The appointee consents for DSG to use or make available for any purpose, by publishing or broadcasting, radio, TV, photographs, films, tape, music and images taken or created of him/her during the course of his/her duties. Consent is also given for DSG to use images of the Participant and recordings of his/her voice in future publications, broadcasts and promotions. This may include promotional DVDs, news updates, posters, information packs, brochures, websites and the broadcasting of interviews on national radio and television.

## Law and Jurisdiction

These terms and conditions and any agreement arising out of such, shall be construed and governed by the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the Commonwealth of Massachusetts and United States federal courts having within their jurisdiction in the Commonwealth of Massachusetts.

## Amendment of Terms and Conditions

DSG reserves the right to amend these terms and conditions entirely at the discretion of DSG. Updated Terms and Conditions will be found on the Learning Management System and it is the Participant's responsibility to check the terms from time to time to review the latest version.

## Notices

Any notice pertaining to this Agreement shall be in writing and may be delivered personally or sent by post, email or fax to the recipient at the address with which he/she registered, or an address nominated in writing for the purpose of service.

## Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter, and except as expressly provided, shall supersede all prior representations, writings, negotiations or understandings with respect to that subject matter.

## Termination

DSG shall be entitled to terminate the Participant's participation on the course forthwith at any time by written notice if the Participant commits a breach of any of the terms of this Agreement (and if the breach is capable of remedy, fails to remedy the breach within 7 days' notice in writing to do so).