

TERMS AND CONDITIONS FOR USE OF CREDENTIALS

Last updated: January 2023

These Terms and Conditions for Use of Credentials (these 'Terms and Conditions') are a legal agreement between you (hereafter 'you' or 'your') and [ISSUING ORGANIZATION] and its affiliates (hereafter 'us', 'we', 'our', or '[ALIAS]'). These Terms and Conditions specify the terms under which you may accept an offer for career credential(s) issued by [ISSUING ORGANIZATION] (hereafter 'Credential(s)').

BY ACCEPTING THE OFFERED CREDENTIAL(S), CLICKING "I AGREE" OR "I ACCEPT", OR OTHERWISE MANIFESTING YOUR ASSENT TO THESE TERMS AND CONDITIONS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

WE RESERVE ALL RIGHTS TO CHANGE OR MODIFY THESE TERMS AND CONDITIONS AT ANY TIME AND FOR ANY REASON, AT OUR SOLE DISCRETION. YOUR CONTINUED USE OF THE CREDENTIAL(S) AFTER ANY SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MAY NOT ACCEPT OR OTHERWISE USE THE CREDENTIAL(S).

IF YOU ARE DISSATISFIED WITH THESE TERMS AND CONDITIONS OR ANY PORTION OF THE CREDENTIALS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE CREDENTIALS BY UNINSTALLING THE WALLET (AS DEFINED BELOW) FROM YOUR DEVICE.

USE OF THE CREDENTIAL(S); RESTRICTIONS

When you accept the offered Credential, you represent, acknowledge and agree that:

- You have provided us with truthful and accurate information about your real identity and you are not impersonating another person.
- You have not created a false identity or misrepresent your identity, create a profile for anyone other than yourself (a real person), or use or attempt to use another's Wallet or profile; to claim the Credential(s) from us.
- We will be using a corresponding encryption keypair to digitally sign the Credential so it could be trusted by relying parties when you select to present it. One key is used to encrypt the signature (private key) and the other key in the keypair is used to decrypt it (public key).
- After signing the Credentials using the private key, we will transmit the signed Credential file in a digital format to your career credential wallet or app (hereafter 'Wallet'). In parallel we will add a record to the Velocity Network™ blockchain with the corresponding public key, so that relying parties would be able to access it and verify our signature and that credential was not tampered with (hereafter 'issue', 'issuing').
- You must only add or accept Credentials to your Wallet that are current, relevant, genuine, and accurate – you must not add or accept Credentials to your Wallet which do not fulfil such criteria. If the Credential(s) we offered to you contain(s) incorrect information you MUST notify us on this email address: [EMAIL]. We will rectify the error and offer you a Credential(s) with the correct information.
- Once the Credential was issued to you. It is your responsibility to store and manage it properly. It is your responsibility to back up your Credential(s), so you'll be able to restore it in case your device is lost, stolen, or broken.
- You must not attempt to circumvent security, tamper with, hack into the Credential to modify it.
- We reserve the right, in our discretion, to revoke, suspend or modify the Credential.
- You agree to use the Credential(s) in compliance with all Applicable Laws. 'Applicable Law' or 'Law' in these Terms and Conditions means all local, state, national and international laws, statutes, rules, regulations, or common law applicable to You and Us in connection the Issuing and Your use of the Credential.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO CONTROL AND MAKE NO REPRESENTATION WITH RESPECT TO THE ACTIONS OF RELYING PARTIES OR ANY CREDENTIALS PROVIDED BY YOU WITH SUCH THIRD PARTIES. YOU UNDERSTAND AND AGREE THAT ENGAGING WITH SHARING YOUR CREDENTIALS WITH RELYING PARTIES IS AT YOUR OWN RISK.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR CONDUCT WHILE ACCESSING OR USING THE CREDENTIAL(S). YOU AGREE NOT TO MISUSE THE CREDENTIAL(S). ANY USE OF THE CREDENTIAL(S) OTHER THAN AS SPECIFICALLY AUTHORIZED HEREIN, WITHOUT OUR PRIOR WRITTEN PERMISSION, IS STRICTLY PROHIBITED.

No warranty

[ISSUING ORGANIZATION] DOES NOT WARRANT THAT THE CREDENTIALS WILL BE ACCURATE OR RELIABLE, THAT THE FUNCTIONS CONTAINED IN THE CREDENTIAL(S) WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE CREDENTIAL(S) WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED MANNER, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE CREDENTIAL(S) IS FULLY

COMPATIBLE WITH ANY PARTICULAR PLATFORM. THE CREDENTIAL(S) IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. [ISSUING ORGANIZATION] EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE CREDENTIALS, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF AND RELIANCE UPON THE CREDENTIALS IS AT YOUR SOLE RISK.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and otherwise hold harmless [ISSUING ORGANIZATION], its officers, directors, employees, agents, subsidiaries, affiliates, representatives and other partners (individually and collectively, the "[ISSUING ORGANIZATION] Indemnified Parties"), from any actual or alleged third-party claims, direct, indirect, incidental, special, consequential or exemplary damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), arising out of, relating to, or resulting from (i) your use or misuse of the Credential(s) or any other matter relating to the Credential(s), (ii) your violation of the terms of this Agreement, (iii) your violation of the rights of another, and/or (iv) your violation of any Applicable Law.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, [ISSUING ORGANIZATION] SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE CREDENTIALS OR OTHERWISE RELATED TO THESE TERMS AND CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY RELYING PARTY ON THE CREDENTIALS, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO [ISSUING ORGANIZATION]'S RECORDS, OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF [ISSUING ORGANIZATION] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL [ISSUING ORGANIZATION]'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS, THE ACCESS TO OR USE OF THE CREDENTIALS EXCEED THE AMOUNT OF FEES PAID BY YOU TO [ISSUING ORGANIZATION] OR, IF YOU HAVE NOT PAID, \$100. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE CREDENTIALS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Arbitration; Representative Action Waiver.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH [ISSUING ORGANIZATION] AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) You agree that to the fullest extent permitted by Applicable Law, You will resolve any and all disputes You have with Us that arise out of, or in any way relate to, these Terms and Conditions and/or any commercial relationship between You and Us through bi-lateral, binding arbitration as Your sole and exclusive remedy. YOU WAIVE YOUR CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND BEFORE A JURY AND, INSTEAD, AGREE TO BINDING ARBITRATION PURSUANT TO THE PROCEDURES REFERENCED IN THIS SECTION. These Terms and Conditions are governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and evidence a transaction in commerce. The Parties acknowledge that Your agreement to arbitrate constitutes good and valuable consideration for Our covenants in these Terms and Conditions.

(b) Arbitration under this Section shall be conducted pursuant to the American Arbitration Association's Consumer Arbitration Rules before a single arbitrator licensed to practice law in the state in which We have Our principal place of business and who is familiar with credit reporting law (if such expertise is applicable to the dispute). The arbitrator shall provide written findings of fact and conclusions of law. The Parties shall each pay 50% of all costs uniquely attributable to arbitration, including the costs of the arbitrator. Each Party shall pay its own costs and attorneys' fees, if any, unless the arbitrator rules otherwise based on a statute that affords the prevailing party attorneys' fees and costs, in which case the arbitrator shall apply the same standards a court would apply to such an award. No Party shall be required to pay any fee or cost that such Party would not be required to pay in a state or federal court action. The Parties agree that the decision of the arbitrator shall be final and binding and not subject to appeal, reconsideration or further review, except as specifically provided by 9 U.S.C. §§ 10 or 11. An award in one arbitration proceeding shall not be precedential or binding in any way in a subsequent proceeding, unless the subsequent proceeding concerns identical Parties and issues to the prior proceeding. The Parties are entitled to representation by an attorney or other representative of their choosing in any arbitration. The arbitrator shall issue a written award stating the essential findings and conclusions on which such award is based. The Parties agree to abide by and perform any valid award rendered by the arbitrator, and judgment on the award may be entered in any court having jurisdiction thereof.

(c) To the maximum extent permitted by law, You waive and agree not to bring any right to bring a claim on behalf of Persons other than Yourself, or to otherwise participate with other Persons in, any class, collective, or representative action. The arbitrator may not certify or otherwise preside over any form of a class, collective, or representative proceeding, nor may the arbitrator consolidate the claims of multiple Persons into one proceeding. You also agree not to assert claims against Us or Our Representatives, Affiliates, insurers, successors or assigns in the same proceeding as any other Person, whether by joinder or otherwise, and that any proceeding brought on behalf of multiple claimants or plaintiffs shall be severed into individual proceedings. You further agree to affirmatively "opt out" and to take all other reasonable measures to exclude Yourself from any representative proceeding in which You may be invited to join or otherwise permitted to participate.

For a copy of the AAA Rules, to file a claim or for other information about the AAA, contact the AAA at www.adr.org.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

How to contact us

For any inquiry, you may contact us **[CONTACT]**. For legal notices or service of process, you may write us at: **[EMAIL]**. We will make an effort to reply within a reasonable timeframe.

Miscellaneous

Force Majeure. You agree that We will not be liable for any failures or delays resulting from circumstances or causes beyond Our reasonable control, including, without limitation, pandemic or epidemic (or similar regional health crisis, including COVID-19), fire or other casualty, act of God, war or other violence, or any law, order or requirement of any governmental agency or authority.

Entire Agreement/Amendment. These Terms and Conditions constitute the entire agreement between Us and You and supersede all prior or contemporaneous, oral or written, representations, understandings or agreements relating to the subject matter hereof.

Termination. **[ISSUING ORGANIZATION]** reserves the right, without notice and in our sole discretion, to terminate your right to access or use the Credentials, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event, to the fullest extent permitted by Applicable Law.

Survival. The terms and conditions of these Terms and Conditions which by their nature extend beyond termination of these Terms and Conditions shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Governing Law. These Terms and Conditions and your access to and use of the Credentials shall be governed by and construed in accordance with the internal laws of the State of New York (without reference to the conflicts of law provisions thereof that would require the application of the law of any other jurisdiction).

Venue. Any dispute between the parties hereto that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of New York and the United States, respectively, sitting in the State of New York, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

Notwithstanding the foregoing, **[ISSUING ORGANIZATION]** may seek injunctive relief in any court of competent jurisdiction.

Waiver. No waiver of any obligation under this agreement shall be valid unless in writing and signed by a duly authorized Representative of the Parties. No delay or omission by either Party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either Party of any of the obligations to be performed by the other Party or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other obligation.

Successors and Assigns. These Terms and Conditions shall be binding upon and inure solely to the benefit of the Parties and both of our respective permitted successors and assigns, and nothing in this agreement shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever as a third-party beneficiary under or by reason of this agreement, except and unless as specifically provided herein.

Assignment. You may not assign or transfer your rights and obligations under these Terms and Conditions to any third Person without the prior written consent of **[ISSUING ORGANIZATION]**. Any attempt by You to assign or transfer such rights or obligations shall be void and of no force and effect.

Severability. If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future Applicable Law while these Terms and Conditions or any provision of these Terms and Conditions remains in effect: (a) the legality, validity and enforceability of the remaining provisions of These Terms and Conditions will not be affected thereby so long as the economic or legal substance of the transactions contemplated by the Terms and Conditions are not affected in any manner materially adverse to either Party; and (b) You and We agree that the body making the determination of illegality, invalidity or unenforceability shall have the power to reduce the scope, duration and/or area of the provision, to delete specific words or phrases and to replace any illegal, invalid or unenforceable provision with a provision that is legal, valid and enforceable and that comes closest to expressing the intention of the illegal, invalid or unenforceable provision, and these Terms and Conditions shall be enforceable as so modified.