

## OSF Academy

### TERMS AND CONDITIONS & NON-DISCLOSURE AGREEMENT

*Last updated in November 2024*

Welcome to OSF Academy!

OSF Academy is an educational initiative organized by **OSF Global Services, Inc. (d/b/a OSF Digital)**, and/or its affiliates and subsidiaries (**herein, collectively “OSF”, “OSF Digital”, “Company”, “we”, or “us”**).

By accessing or using our website and/or applying for or participating in OSF Academy, you agree to comply with and be bound by these Terms and Conditions (the “Terms”) and by the applicable Non-Disclosure Agreement (NDA). If you do not agree to the Terms or to the NDA, please do not use OSF Academy or any of our other services.

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## **1. Introduction**

You may express an interest in and, if admitted, sign up for the OSF Academy. OSF welcomes all eligible participants to apply to engage in OSF Academy, which is offered free of charge to individuals over 18 years old.

However, as this is a free service, OSF may change, suspend, or evolve any aspect of the OSF Academy over time or any feature of the OSF Academy, how the OSF Academy is delivered (in a particular app, software, or otherwise) or who may access it, without notice or liability. For example, we may condition access to OSF Academy on good standing or compliance with these Terms and your agreements with us.

## **2. Eligibility**

To apply for or participate in OSF Academy, you must:

- Be at least 18 years old.
- At all times reside in one of the participating countries (the countries designated as such by OSF from time to time in its sole discretion).
- Complete the application process and meet the acceptance criteria set by OSF Academy from time to time
- Comply with the Terms and all other OSF Academy policies and procedures

## **3. Registration and Selection process**

Registration can be completed by providing the required information on <https://osf.academy/> or through the announcements posted on <https://osf.digital/careers/jobs>.

By registering for OSF Academy, you agree to the following:

- Provide accurate and complete information during registration
- Accept being contacted by an OSF employee who will conduct the selection process

The selection process is currently as follows but may change from time to time:

- After receiving your application on the website, an OSF employee from the Recruiting department will contact you, using the data provided on the website, with your consent
- If your application is considered viable, the OSF recruiter will send you an e-mail confirming that your application is being considered for the Academy
- If OSF selects your application, the OSF recruiter will attempt to inform you via e-mail at the address you provided
- If your application is approved, you will receive an English test by e-mail (in countries where English is not the native language). You must achieve a passing score to continue the process
- If you pass the English test, the OSF recruiter will contact you to discuss your motivation for studying at OSF Academy. This discussion will help assess if you are a suitable candidate for the Academy curriculum
- The recruiter will evaluate your motivation and inform you via e-mail whether you are approved to join OSF Academy, at least two weeks before the training starts
- If you are one of the approved candidates, you will receive this agreement to review and sign. Once signed, you will have the right to participate in the OSF Academy for the track you selected

**Disclaimer for the selection process:**

- OSF Digital reserves the right to modify, pause, and/or cancel the recruitment process for OSF Academy at any time for any reason in its sole discretion
- We do not promise admission to nor ongoing availability of any particular course or warrant its content.

#### 4. Compliance Conditions

When applying to OSF Academy, a candidate must agree to the Compliance Conditions, as listed on the website <https://osf.academy/> in the form of application. These Compliance Conditions are reiterated here:

- To ensure a fair and transparent processing of your personal data, we require your consent to further process your data for recruitment purposes, where data refers to your personal information such as your name, DOB, phone number, e-mail address, and your resume
- By sending your CV or your application to OSF, you unequivocally give your express consent for the processing of your personal data by OSF. The information gathered in this form is to be used solely for recruitment purposes and OSF Academy, in accordance with our [Privacy Statement](#)
- We inform you that in case you want your data to stop being processed and stored in our systems, you can always opt out by sending an email to: [dataprotection@osf.digital](mailto:dataprotection@osf.digital)

#### 5. Courses offered at OSF Academy

OSF Academy provides a range of training programs at no cost to participants. These courses focus on topics relevant to Salesforce Developers and QA Engineers. We determine scheduling, rescheduling, and cancellation policies and apply them at our discretion. OSF reserves the right to modify, cancel, or reschedule the announced course dates at any time.

At the moment, the courses offered to the participants are listed on <https://osf.academy/> and may consist of the following:

- Salesforce Core Developer
- Salesforce Commerce Cloud Developer
- Salesforce Marketing Cloud Administrator
- Quality Assurance Testing

#### 6. Program Participation

OSF Academy plans to offer various training programs every year. OSF Academy expects a commitment on your end to be a part of OSF Academy.

As a participant, you agree to:

- Attend and actively participate in all required sessions
- Behave respectfully towards instructors and fellow trainees
- Understand that any violation of the Terms may result in termination of your participation

## 7. Contacting the graduates after completing OSF Academy

Graduates who successfully complete their studies at OSF Academy and receive the OSF Academy Certificate may benefit from the following conditions:

- They may be included in the OSF Academy database as successful graduates. Recruiters from OSF Digital may contact them for future hiring opportunities
- OSF Digital does not guarantee that participation in OSF Academy will lead to job opportunities for graduates. Job offers are based solely on OSF Digital's needs and available openings in different departments
- Graduates can request the removal of their data from the OSF Academy database at any time by contacting OSF Digital. These rights are detailed in OSF Digital's privacy policy, available at <https://osf.digital/privacy-policy>. You can read more about our program in the dedicated OSF Academy FAQ document

## 8. Intellectual Property

All content provided by or related to OSF Academy, including but not limited to course materials, videos, and software ("Content") is the property of OSF Digital and should be considered our confidential information. We authorize you, subject to these Terms, to access and use the Content solely for your personal, non-commercial use of OSF Academy, in our sole discretion. All other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. You agree not to:

- Copy, republish, upload, post, transmit distribute, or modify any content without prior written consent, unless such Content is specifically made available for and authorized to be downloaded from OSF Academy, in which case you are authorized to download a single copy of such Content for your own personal use

- Use the content for any commercial purposes

You agree to immediately return any and all Content in your possession or control if you leave, withdraw or are withdrawn.

In addition, certain Content made available for download from or through OSF Academy may also be subject to additional or different license terms and conditions. Any such terms and conditions shall be identified in advance for such Content, and by downloading or using any Content governed by any other license Terms and conditions, you hereby agree to be bound by and comply with such Terms and conditions.

OSF Academy may contain links to other web sites operated by third parties. Such third-party web sites are not under our control, and we are not responsible for the content of any third party web site or any link contained in a third party web site. We provide these links only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to third party web sites.

## **9. User Content**

OSF Academy may provide you with the ability to create, draft, post, or share content, like messages in Slack, Zoom or Microsoft Teams or other platforms or tools used for OSF Academy (“User Content”). You must have rights to the content you post. You represent and warrant that: (i) you own or have the right to post any content you post; (ii) the posting and use of your User Content on or through OSF Academy does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of your User Content on OSF Academy does not result in a breach of contract between you and a third party.

With the exception of personally identifiable User Content, by creating, posting, or sharing your User Content on or through OSF Academy, and subject to OSF’s Privacy Policy, you grant OSF a perpetual, transferable, worldwide, non-exclusive, royalty-free license to use, modify, remove, publish, transmit, or display your User Content within our school and externally for any purpose including promotional purposes without compensation to you. You waive any rights you may have regarding your User Content being altered, edited or changed. We reserve the right to refuse to accept, post, display, or transmit any User Content in our sole discretion. You may contact us via

email at [academy@osf.digital](mailto:academy@osf.digital) at any time to remove User Content, and we will endeavor to meet your request.

You acquire no ownership of others' content. You understand and agree that you will not obtain, through use of OSF Academy, any right, title, or interest (including intellectual property rights) in Content delivered via OSF Academy. OSF Academy contains content from users and other OSF licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through OSF Academy.

## **10. Confidentiality and Non-Disclosure (NDA)**

As a participant, you may have access to proprietary information of OSF and OSF Academy, including but not limited to the Content. You agree to:

- Maintain the confidentiality of all such proprietary information and Content you obtain or access through the website or OSF Academy
- Use the Confidential Information solely for the purpose of participating in OSF Academy programs
- Not disclose any Confidential Information to third parties without prior written consent from OSF Digital
- Understand that any breach of confidentiality may result in legal action

## **11. Data Protection and Privacy**

We are committed to protecting your personal data. By participating in OSF Academy, you consent to:

- The collection and use of your personal data as described in our Privacy Policy. You agree that Personal and/or Sensitive Information (here, "PII") might be exchanged between you and OSF and can be stored and processed by OSF, for as long as you collaborate with the Company, and after the termination of this collaboration, for a period of 5 (five) years. OSF respects all requirements concerning the storage and processing of such PII, in accordance with the applicable data protection legislation. If after your collaboration with OSF ends,

you decide to have your PII removed from any OSF database, you can send your request to [dataprotection@osf.digital](mailto:dataprotection@osf.digital) and decline consent for future use

- The implementation of security measures to protect your data
- Your rights are detailed in OSF Digital privacy policy as stated on: <https://osf.digital/privacy-policy>

However, this does not apply to content you make available to other OSF Academy users. While certain aspects of OSF Academy may be more visible to fewer other users, we make no representations and warranties with respect to the confidentiality of any User Content you post or submit through OSF Academy.

Further, we will treat any feedback or suggestions you provide to us about OSF Academy as non-confidential and non-proprietary. In the absence of a written agreement with us to the contrary, you agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

## **12. Limitation of Liability**

OSF provides OSF Academy and any other related services "as is" without any warranties. Use of OSF Academy is at your own risk. To the maximum extent permitted by applicable law, OSF Academy is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, OSF and its licensors do not warrant that the Content or any User Content is accurate, reliable or correct; that OSF Academy will meet your requirements; that OSF Academy will be available at any time or location, uninterrupted or secure; that any defects or errors will be corrected; or that OSF Academy is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of OSF Academy is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of OSF Academy.

To the maximum extent permitted by applicable law, in no event shall OSF, its agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits,



goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, OSF Academy. Under no circumstances will OSF be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of OSF Academy or your account or the information contained therein. To the maximum extent permitted by applicable law, OSF assumes no liability or responsibility for any (I) errors, mistakes, or inaccuracies of Content; (II) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of OSF Academy; (III) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (IV) any interruption or cessation of transmission to or from OSF Academy; (V) any bugs, viruses, trojan horses, or the like that may be transmitted to or through OSF Academy by any third party; (VI) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through OSF Academy; and/or (VII) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall OSF, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to OSF hereunder or \$100.00, whichever is greater. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OSF has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **13. Termination**

We may, without prior notice, change OSF Academy; stop providing OSF Academy or features of OSF Academy, to you or to any users in general; or create usage limits for OSF Academy. We may permanently or temporarily terminate or suspend your access to OSF Academy without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You may also terminate your participation at any time by notifying us via e-mail ([academy@osf.digital](mailto:academy@osf.digital)).

#### **14. Amendments to Terms and Conditions**

We may modify these Terms and Conditions at any time. We will notify you of any changes, and your continued participation will constitute acceptance of the modified terms.

#### **15. Governing Law and Dispute Resolution**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OSF.

In the unlikely event that OSF has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any OSF claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Mediation and Arbitration Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in London in English, unless you and OSF agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing OSF from seeking injunctive or other equitable relief from the courts as necessary to protect any of OSF's proprietary interests.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND OSF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **16. Communications**

The communications between you and us relating to OSF Academy use electronic means. For contractual purposes, you (a) consent to receive communications from us in an electronic form, whether via email or posting on OSF Academy or other reasonable means; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing. For any questions or support, please contact us by email at [academy@osf.digital](mailto:academy@osf.digital).

## **17. Miscellaneous**

These Terms are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms, shown in boldface type, are included only to help make these Terms easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision of the Terms will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms will continue in full force and effect. These Terms constitute the entire agreement between you and us with regard to the matters described above.