

CivicActions Digital IT Acquisition Professional (DITAP) Certification Program Terms of Service

(Adopted and Effective on February 4, 2021)

Please read these Terms of Service ("TOS") and Honor Code prior to registering for registering for a DITAP cohort (the "Course") with CivicActions (collectively, the "DITAP Site," which consists of all content and pages located within the civicactions.com web domain, including accessing any Course material, chat rooms (e.g. Slack), or other electronic services.) These TOS and the Honor Code that follows are agreements (the "Agreements") between you and CivicActions, Inc. By registering for the Course or attending any portion of the Course, or accessing the DITAP Site, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user.

CivicActions reserves the right to modify these TOS at any time without advance notice. Any changes to these TOS will be effective immediately upon posting on this page, with an updated effective date. By accessing the DITAP Site or attending any portion of the Course after any changes have been made, you signify your agreement on a prospective basis to the modified TOS and all of the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these TOS.

Any version of these TOS in a language other than English is provided for convenience and you understand and agree that the English language version will control if there is any conflict.

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Rules for Online Conduct

You agree that you are responsible for your own use of the DITAP Site and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the DITAP Site by you or other users of the DITAP Site, including but not limited to all forum posts, wiki edits, notes, questions, comments, videos, and file uploads. You agree that you will use the DITAP Site in compliance with these Agreements, and all applicable local, state, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all United States export control laws.

As a condition of your use of the DITAP Site, you will not use the DITAP Site in any manner intended to damage, disable, overburden, or impair any CivicActions server or the network(s) connected to any CivicActions server or to interfere with any other party's use and enjoyment of the DITAP Site. You may not attempt to gain unauthorized access to the DITAP Site, other accounts, computer systems, or networks connected to any CivicActions server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on the DITAP Site, its servers, or associated computers through any means not intentionally made available through the DITAP Site. If you are a registered user, you will not share your password or let anyone else access or compromise your account.

Furthermore, you agree not to scrape, or otherwise download in bulk, any DITAP Site content, including but not limited to a list or directory of users on the system, User Postings or user information, online textbooks, course materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using the DITAP Site.

Strictly Prohibited Items

THE FOLLOWING ITEMS ARE STRICTLY PROHIBITED ON THE DITAP Site:

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit them;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Profane, pornographic, obscene, indecent or unlawful content;
- Advertising or any form of commercial solicitation;
- Content related to partisan political activities;
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others (this list, collectively, "Strictly Prohibited Items").

You may not submit, post, publish, share, or otherwise distribute any of the above Strictly Prohibited Items on or via the DITAP Site.

User Accounts

In order to create a user account, you must provide your full name, an email address, your employer, a public username, and a user password. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g., your year of birth). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current. We care about the confidentiality and security of your personal information.

Your Right to use Content on the DITAP Site

Unless indicated as being in the public domain, the content on the DITAP Site is protected by United States and foreign copyright laws. Unless otherwise expressly stated on the DITAP Site, the texts, exams, video, images, and other instructional materials provided with the courses and programs offered on the DITAP Site are for your personal use in connection with those courses and programs only. Certain reference documents, digital textbooks, articles, and other information on the DITAP Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using the DITAP Site, you agree to abide by all such rules and conditions. You agree to retain all copyright and other notices on any content you obtain from the DITAP Site. All rights in the DITAP Site and its content, if not expressly granted, are reserved.

Use for Personalization and Pedagogical Improvements.

Our goal is to provide current and future visitors to the DITAP Site with the best possible educational experience. To further this goal, we sometimes present different users with

different versions of course materials and software. We do this to personalize the experience to the individual learner (to assess the learner's level of ability and learning style, and present materials best suited to the learner), to improve our understanding of the learning process, and to evaluate and improve the effectiveness of our course materials, payment models, platform features, and offerings. We may publish or otherwise publicize results from this process, but, unless otherwise permitted those publications or public disclosures will not include your personal information.

User Postings

User Postings Representations and Warranties.

By submitting or distributing your User Postings, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to reproduce and publish the User Postings and to authorize CivicActions and its users to reproduce, modify, publish, and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not CivicActions, are solely responsible for your User Postings and the consequences of posting or publishing them.

License Grant to CivicActions.

By submitting or distributing your User Postings, you hereby grant to CivicActions a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

CERTIFICATES AND OTHER PRODUCTS & SERVICES

Generally.

From time to time, CivicActions may offer services and products for a fee (for example, course and program certificates). For anything that you choose to purchase on the DITAP Site, you agree to pay all applicable fees when due. The processing of your payment information is done by a third-party payment vendor, and you will be routed to a secure payment flow controlled by that vendor to complete the payment transaction. Once your payment transaction is completed, an CivicActions confirmation page will be displayed, and you will receive a confirmation email with your name, order number, and the payment amount. Please retain this email for your records as this information will be required if you seek a refund from CivicActions, as described below.

Certificates.

CivicActions offers a Federal Acquisition Certification in Contracting Core-Plus Specialization in Digital Services (FAC-C-DS) and up to 80 Continuous Learning Points learners who, in the CivicActions' and the United States Digital Services judgment, have satisfactorily demonstrated

mastery of the course or program material. Certificates will be issued by CivicActions and submitted to the United States Digital Services. The decision whether a certificate will be awarded to a given learner will be solely within the discretion of the United States Digital Services and CivicActions.

Subject to the foregoing, you will be required to pay a fee and complete the ID verification process for Verified Certificates. In order to authenticate your identity for a Verified Certificate, you will be prompted to take a webcam photo of yourself, as well as a photo of an acceptable form of photo ID (described below). Although these items are collected by CivicActions in accordance with these TOS, you should be aware that the actual authentication of your identity may be performed by an CivicActions third-party service provider and this information will be used only for the purpose of verifying your identity. Acceptable forms of photo ID's are:

- Government or State-issued driver's license
- Passport
- National ID card
- State or Province ID card (including cards issued by motor vehicle agencies)

In order to be accepted by CivicActions, your photo ID must:

- Contain your full name exactly (excluding hyphens, accents, and spaces);
- Contain a relatively current photograph of yourself;
- Be an original document; photocopied documents cannot be accepted; and
- Be current and valid; expired documents cannot be accepted.

Unfortunately, if you do not possess a photo ID meeting the criteria described above, CivicActions is unable to provide you with a Verified Certificate at this time.

Refunds.

Certificates and other purchases on the DITAP Site may be eligible for a refund for a period of time (in each case, the "Refund Period"). The applicable Refund Period for some products and services are described below. To receive a refund during the Refund Period, you must contact CivicActions by sending an email to ditap-contact@civicactions.com. Refunds will be credited to the payment account used for the purchase and may take up to two billing cycles to process. If the applicable Refund Period for a purchase has passed, but you believe a refund is warranted, please submit a request to ditap-contact@civicactions.com.

- **DITAP/FAC-C-DS:**

To receive a refund with respect to your enrollment in DITAP/FAC-C-DS course, you have a period of 2 days after your payment or 30 days before the course starts (up to six months after your payment) whichever occurs later to unenroll from the course by emailing ditap-contact@civicactions.com.

For more information about refund options (for example, changing to another course session), you should email ditap-contact@civicactions.com.

No Other Enrollment.

Solely as a result of enrolling in or completing a course or program provided by a CivicActions

through DITAP Site: (1) you will not be an applicant for admission to, or enrolled in, any degree or other credit- or credential-bearing program; and (2) you will not be entitled to use any of the resources beyond the FAC-C-DS provided on the DITAP Site and will not be eligible to receive student privileges or benefits provided to students enrolled in degree or other credit- or credential-bearing programs.

Trademarks

Use of “CivicActions” and Other Names, Trademarks, and Service Marks.

The "CivicActions," and "DKAN" names, logos and seals are trademarks ("Trademarks") of the CivicActions. You may not use any of these Trademarks, or any variations thereof, without the CivicActions's prior written consent. You may not use any of these Trademarks, or any variations thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or, in the owner's sole judgment, gives the appearance or impression of a relationship with or endorsement by the owner.

All Trademarks (or similar marks) not owned by CivicActions that appear on the DITAP Site or on or through the services made available on or through the DITAP Site, if any, are the property of their respective owners.

Nothing contained on the DITAP Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the DITAP Site without the written permission of the owner of the applicable Trademark.

Digital Millennium Copyright Act

Copyright owners who believe their material has been infringed on the DITAP Site should contact CivicActions's designated copyright agent at ditap-contact@civicactions.com, Attention: CivicActions DMCA Agent/General Counsel.

Notification must include:

- Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information for us to locate the material (e.g., URL, IP address, computer name).
- Information for us to be able to contact the complaining party (e.g., email address, phone number).
- A statement that the complaining party believes that the use of the material has not been authorized by the copyright owner or an authorized agent.
- A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

Disclaimers of Warranty / Limitations of Liabilities

THE DITAP SITE AND ANY INFORMATION, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE DITAP SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT INsofar AS ANY SUCH IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW.

CIVIC ACTIONS AND THE CIVIC ACTIONS PARTICIPANTS (AS DEFINED BELOW) DO NOT WARRANT (I) THAT THE DITAP SITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, (II) THAT THE DITAP SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (III) THAT THE COURSES OR CONTENT PROVIDED WILL MEET YOUR NEEDS OR EXPECTATIONS. CIVIC ACTIONS AND THE CIVIC ACTIONS PARTICIPANTS ALSO MAKE NO WARRANTY ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF THE DITAP SITE OR ANY COURSES OR CONTENT, OR THAT ANY PARTICULAR COURSES OR CONTENT WILL CONTINUE TO BE MADE AVAILABLE. "CIVIC ACTIONS PARTICIPANTS" MEANS THE ENTITIES PROVIDING INFORMATION, CONTENT, OR SERVICES FOR THE DITAP SITE, THE COURSE INSTRUCTORS, AND THEIR STAFFS.

USE OF THE DITAP SITE, AND THE CONTENT AND SERVICES OBTAINED FROM OR THROUGH THE DITAP SITE, IS AT YOUR OWN RISK. YOUR ACCESS TO OR DOWNLOAD OF INFORMATION, MATERIALS, OR DATA THROUGH THE DITAP SITE OR ANY REFERENCE SITES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA, UNLESS OTHERWISE EXPRESSLY PROVIDED.

User Postings Disclaimer.

You understand that when using the DITAP Site you will be exposed to User Postings from a variety of sources and that neither CivicActions nor the CivicActions Participants are responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against CivicActions or any of the CivicActions Participants with respect thereto. Neither CivicActions nor any of the CivicActions Participants endorse any User Postings or any opinion, recommendation or advice expressed therein. Neither CivicActions nor any of the CivicActions Participants have any obligation to monitor any User Postings or any other user communications through the DITAP Site.

However, CivicActions reserves the right to review User Postings and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason, or to allow the CivicActions Participants to do so. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these TOS, CivicActions may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

Third-Party Services; Links to Other Websites.

The DITAP Site and individual courses may be integrated with third-party services or include hyperlinks to websites maintained or controlled by third parties. CivicActions and the CivicActions Participants are not responsible for and do not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered by such third parties. If you decide to access any third-party services or linked third-party websites, you

do so at your own risk.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER CIVICACTIONS NOR ANY OF THE CIVICACTIONS PARTICIPANTS WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR YOUR (OR ANY THIRD PARTY'S) USE OF OR INABILITY TO USE THE DITAP SITE, OR YOUR PLACEMENT OF CONTENT ON THE DITAP SITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE DITAP SITE, WHETHER YOUR CLAIM IS BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW.

IN PARTICULAR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CIVICACTIONS NOR ANY OF THE CIVICACTIONS PARTICIPANTS WILL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER OR NOT CIVICACTIONS OR ANY OF THE CIVICACTIONS PARTICIPANTS HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF PROFITS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA).

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, hold harmless, and indemnify CivicActions and the CivicActions Participants, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the DITAP Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, CivicActions or the applicable CivicActions Participant will provide you with written notice of such claim, suit, or action.

Additional Terms

Termination Rights; Discontinuation of Courses and Content.

You agree that CivicActions, in its sole discretion, may terminate your use of the DITAP Site or your participation in it, for any reason or no reason, upon notice to you. It is CivicActions's policy to terminate in appropriate circumstances the accounts of users of the DITAP Site who are repeat copyright infringers. CivicActions and the CivicActions Participants reserve the right at any time in their sole discretion to cancel, delay, reschedule or alter the format of any course offered through CivicActions, or to cease providing any part or all of the DITAP Site content or related services, and you agree that neither CivicActions nor any of the CivicActions Participants will have any liability to you for such an action. If you no longer desire to participate in the DITAP Site, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the DITAP Site, but the other provisions of the Agreements will survive any such termination.

Entire Agreement.

The Agreements constitute the entire agreement between you and CivicActions with respect to your use of the DITAP Site, superseding any prior agreements between you and CivicActions regarding your use of the DITAP Site.

Waiver and Severability.

The failure of CivicActions to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the Agreements shall remain in full force and effect.

Choice of Law/Forum Selection.

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements or any content or service obtained from or through the DITAP Site will be governed by the laws of the State of California, excluding its conflicts of law provisions. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving Lafayette, California, U.S.A. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

Honor Code

Collaboration Policy

By enrolling in a course on CivicActions, you are joining a special community of learners. The aspiration of CivicActions is to provide our learners the best educational experience internet technology enables. You are a part of the community that will help CivicActions achieve this goal. CivicActions depends upon your motivation to learn the material and to do so with honesty and academic integrity. In order to participate in CivicActions, you must agree to the Honor Code below and any additional terms specific to a course or program. This Honor Code, and any additional terms, will be posted on the CivicActions website.

Honor Code Pledge

By enrolling in an CivicActions course or program, I agree that I will:

- Complete all tests and assignments on my own, unless collaboration on an assignment is explicitly permitted.
- Maintain only one user account, unless CivicActions has approved the use of a separate user account in connection with an employer-sponsored or university-sponsored program.
- Not let anyone else use my username and/or password.

- Not engage in any activity that would dishonestly improve my results, or improve or hurt the results of others.
- Not post answers to problems that are being used to assess learner performance.

Violations

If you are found in violation of the Terms of Service or Honor Code, you may be subject to one or more of the following actions:

- Receiving a zero or no credit for an assignment;
- Having any certificate earned in the course or program withheld or revoked;
- Being unenrolled from a course or program; or
- Termination of your use of the DITAP Site.
- Additional actions may be taken at the sole discretion of CivicActions and the United States Digital Services.

No refunds will be issued in the case of any corrective action for such violations.

Honor Code violations will be determined at the sole discretion of CivicActions. You will be notified if a determination has been made that you have violated this Honor Code and you will be informed of the corresponding action to be taken as a result of the violation.

Changing the Honor Code

Please note that we review and may make changes to this Honor Code from time to time. Any changes to this Honor Code will be effective immediately upon posting on this page, with an updated effective date. By accessing the DITAP Site after any changes have been made, you signify your agreement on a prospective basis to the modified Honor Code and any changes contained therein. Be sure to return to this page periodically to ensure familiarity with the most current version of this Honor Code.