

# Digium Training Policy

The terms below applies to all Digium instructor led training courses and exams given by Digium in which you (“Student” or “Exam Candidate”) have previously enrolled. Except with regard to the section marked with an asterisk (\*) below, this policy does not apply to training classes or exams given by Digium authorized partners as these are governed by the terms provided by the Digium authorized training partner to Student and the authorized training partner agreement between Digium and the authorized training partner. Nor do they apply to other third parties or online classes or exams made available by Digium- whether sold directly by Digium or sold through Digium’s sales channel (which are governed by the terms set forth in the second table below). By paying for the class Student (or the person or entity who purchased on behalf of Student) accepts these terms and conditions.

## Cancellation / Rescheduling of Digium instructor led classes or exams

If Digium cancels or reschedules due to an act of God, natural disasters, acts of civil or military authority, fire, floods, tornadoes, other severe inclement weather, epidemics, quarantine, energy crises, war, terror related events or riots Student has the option to request that Digium either (a) refund Student 100% of the price paid to Digium for Student’s student registration or (b) reschedule Student to a future class of Student’s choosing. No compensation will be offered for incurred costs as a result of the rescheduling. Student must provide Digium with written notice of which option Student chooses within 30 days of the date Digium notifies Student the class has been cancelled or rescheduled. If Student fails to notify Digium within the time period Digium will provide a refund without consulting Student.

If the purpose for rescheduling or canceling is not due to any of the above (e.g. low enrollment), and the cancellation or rescheduling notice is provided less than 14 calendar days before class starts, Student has the option to request that Digium either (a) refund Student 100% of the price paid to Digium for Student’s student registration or (b) reschedule Student to a future class of Student’s choosing. If Student elects to reschedule, Digium will refund Student up to \$150.00 USD to compensate for the cost of any non-refundable airline change fees, if Student first provides an invoice or receipt from an airline documenting such a charge that was incurred due to the rescheduling. No airfare compensation will be issued if Student elects a refund instead of reschedule. Student must provide Digium with written notice of which option Student chooses within 30 days of the date Digium notifies Student the class has been cancelled or rescheduled. If Student fail to notify Digium within the time period Digium will provide a refund without consulting Student.

## Cancellation or rescheduling by Student

If Student cancels Student’s enrollment less than fourteen (14) calendar days before class starts Student forfeits the entire purchase price and Digium will not provide Student any refunds.

If Student reschedules less than fourteen (14) calendar days before class starts Student will be charged a \$300.00 USD non-refundable rescheduling fee.

If Student cancels or reschedules more than fourteen (14) calendar days before class starts Digium will not charge Student a rescheduling fee.

If Student fails to show up for a class in which Student is enrolled, Student may reschedule for a future class if Student first pays the \$300.00 nonrefundable rescheduling fee and notifies Digium in writing of the class Student wishes to attend prior to the end of the class Student is currently enrolled in. If Student does not show up for a class in which Student is enrolled and does not notify Digium in writing of the class Student wants to attend before the class Student is enrolled in ends Student forfeits the entire purchase price, Digium is not obligated to provide Student any refunds, and Digium is not obligated to reschedule Student to a class of Student’s choosing.

## Requirement to enroll in a posted class if rescheduling

When rescheduling for any reason, whether due to a cancellation or rescheduling by Digium or a cancellation or rescheduling by Student, Student must specify a date and location of a currently advertised class. Digium cannot keep a credit for Student to select a specific class in the future. Student must enroll in a posted class.

## Course and Exam Materials

Digium course materials (such as manuals and power point slides) have been designed for use with a class taught in person by an instructor. The materials for an in person class are not intended to take the place of or serve as a reference guide. The materials will become out of date over time because Asterisk and Switchvox software changes more frequently than the training materials are able to be updated so we do not advise using the course materials as a reference guide.

Useful reference guides include Asterisk: The Definitive Guide published by O'Reilly media and also the documentation available on [wiki.asterisk.org](http://wiki.asterisk.org), and Asterisk and Switchvox product documentation (such as the Switchvox Administrator manual) developed by Digium and distributed with the products.

Reproduction of course materials such as manuals and slides given to Student in class is prohibited. Course materials are Digium's intellectual property and are licensed only for Student's use. Student may not redistribute the contents of any exam. Exams are Digium's intellectual property and confidential information. If Student is caught distributing the exam outside of the class Student will be immediately dismissed and no refund will be given.\*

## Classroom decorum

In order to maintain a classroom environment that is conducive to learning, Digium reserves the right to dismiss a participant from any Digium training or certification event if a participant acts inappropriately or disruptively during class.

## Name, Likeness, and Quotes

### Grant of Rights

Student grants Digium absolute, perpetual and non-revocable free of charge permission (but not the obligation) to use Student's name and photographs and video in which Student's image and likeness appears, as well as to reproduce Student's name, photograph, biographical material (including the name of Student's employer), and written and verbal quotes from Student pertaining to Student's experience with the class taught by Digium (collectively, "Name, Likeness and Quotes"). For purposes of clarification, this permission includes, but is not limited to, the right of Digium to place Student's quotes pertaining to Student's experience with the training class taught by Digium alongside a photograph of Student on any Digium maintained website for purposes of promoting training classes.

### Release of Liability

To the maximum extent permitted by applicable law, Student releases Digium from any and all liability for damages for use in any manner or media of the Name, Likeness, and Quotes Rights, and waives any and all claims and causes of action for damages for use of the Name, Likeness, and Quote Rights. Student shall have no right of prior review or prior approval regarding the use of Student's Name, Likeness, or Quotes.

Rights in Materials containing Name, Likeness, and Quotes.

Student understands that all rights in materials which include Digium's use of Student's Name, Likeness, and Quotes shall be Digium's sole and absolute property.

## Representations

Student represents and warrants that Student has the right to grant Digium all rights set forth above without obtaining (or Student has already obtained) the permission of, or making any payments to, any third party or entity. This includes, but is not limited to, a representation and warranty that Student has already obtained or does not need to obtain the permission of Student's employer in order for Student to grant Digium all rights set forth above. Student warrants that Student is at least eighteen (18) years of age and that Student has the full, complete and unrestricted right and authority to grant this Name, Likeness, and Quotes Release.

## Warranty

Digium represents and warrants to Student that Digium will perform the training using personnel of required skill, experience, and qualifications (such as dCAP certification) and in a professional and workmanlike manner with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under these terms. EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, (A) DIGIUM HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THESE TERMS, AND (B) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Training alone is not enough to become a competent Asterisk or Switchvox user, administrator, or reseller. Work experience, research, and staying current with Asterisk and Switchvox technology and with the Asterisk user community are essential to turning knowledge acquired in Digium training to high quality professional performance. Digium does not warrant that a Student who takes one or more Digium provided training courses or exams will actually obtain professional skills or competence or that they will be more likely to pass exams on the first try by taking the courses. There may be equipment issues specific to Student's computer or to the particular training facility during the training. Software bugs may be discovered during classes, particularly during training for a newly released version of Switchvox or Asterisk. If Student encounters a software bug, Student should bring the software bug to the attention of the instructor.

## Student Substitutions

A different individual may attend the scheduled class/exam as long as the Digium is notified by e-mail sent to [training@digium.com](mailto:training@digium.com) no less than seven (7) business days prior to the scheduled class/exam so that Digium may ensure, if food is provided, that any special dietary needs are met. The terms below applies to online classes and exams both of which are administered by Digium, regardless of whether the class or exam was sold directly by Digium or sold through Digium's sales channel. By paying for the class Student (or the person or entity who purchased on behalf of Student) accepts these terms and conditions.

The terms below applies to all online training classes and online exams provided by Digium-whether sold directly by Digium or sold through Digium's sales channel. By paying for the class Student (or the person or entity who purchased on behalf of Student) accepts these terms and conditions.

## Substitution

Substitutions are not allowed for online classes or exams.

## Cancellation by Digium or failure of Student to attend

Digium is not obligated to provide Student any refunds or extensions after purchase of an online class or exam. With regard to the dCAP exam remote re-test, if the exam session is terminated due to unforeseen technical difficulties, and the connection cannot be re-established, the Exam Candidate has the option to request that Digium either (a) refund Exam Candidate 100% of the price paid to Digium for Exam Candidate's registration or (b) reschedule the remote re-test to a mutually agreeable date. Exam Candidate must provide Digium with written notice of which option Exam Candidate chooses within 30 days of the date the re-test was terminated. If Exam Candidate fails to notify Digium within the time period Digium will provide a refund without consulting the Student. Should the session be terminated by the proctor for violation of these terms and conditions, no refund will be given.

## **Term of Access and Materials, Terms Specific to dCAP exam remote re-test**

**Student will have access to the online materials for six or twelve months (dependent on the particular training being purchased) from date of purchase except for materials for the Digium Certified Asterisk Professional (dCAP) remote re-test which will only be available during the ninety minute exam. Reproduction of course materials provided in the online training prohibited. Course materials are Digium's intellectual property and are licensed only for Student's use. Student may not redistribute the contents of any exam. Exams are Digium's intellectual property and confidential information.** If Student is caught distributing Digium's intellectual property outside of the class Student's access will be terminated and no refund will be given. Access to online training is given only to the Student who has registered and Student is not authorized to give Student's log in credentials to anyone else. Terms specific to dCAP remote re-test: The dCAP practical examination is available as a remote option for North American retest Exam Candidates only. The examination lasts ninety minutes. A minimum of thirty minutes is required before the examination begins to cover the exam procedure/rules, and set up the Exam Candidate's connection to the proctor and to the Digium testing server. Scratch paper is not allowed during the remote re-test. Exam Candidate must arrange with Digium to check for sufficient bandwidth at least a day prior to the exam. This remote re-test is only available by appointment and the determination as to whether Exam Candidate is qualified and has an environment and equipment suitable for the remote re-test rests solely with Digium. Exam Candidate must have the following: (1) reliable ssh session and video connectivity, (2) high speed internet connectivity, (3) a detachable webcam with microphone, (4) picture ID, (5) a video, audio, and screen sharing utility such as Skype, as specified by the proctor, (6) a workstation with no more than two displays, and (7) working ssh client software on Exam Candidate's work station. Remote dCAP exam procedures: (1) The Exam Candidate will clear all items from their workstation desktop prior to the examination, and put away all books, study materials, tablets, secondary screens, and any other electronic devices, (2) the proctor will connect with the Exam Candidate using a webcam and Skype or Google Hangouts, (3) the Exam Candidate will show picture ID to the proctor via webcam, (4) the Exam Candidate will be asked to share their workstation screen, (5) the proctor will examine the Exam Candidate's workstation desktop, (6) the proctor will direct the Exam Candidate to sweep the testing area with the webcam before and after the test, (7) the proctor will log the Exam Candidate into the Digium testing server, and (8) Exam Candidate will be monitored via webcam by the proctor during the entire test. If suspicious activity is logged or detected, the exam will cease and the Exam Candidate's results will be invalidated. If at any time during the exam the ssh connection between the Exam Candidate and the internal test system is lost or disrupted, the proctor will stop the exam timer and assist in reconnecting the Exam Candidate. If either video stream (screen share or webcam/audio) from the Exam Candidate to the proctor are interrupted or lost, the ssh session will be disconnected and the exam will be terminated. If the exam session is terminated by the proctor for violation of the training terms no refund will be given. If the exam session is terminated due to unforeseen technical difficulties such as listed in the foregoing, the Exam Candidate has the choice to proceed as detailed in the section above labeled Cancellation by Digium or failure of Student to Attend. The proctor will disconnect shell session when the exam timer expires. The Exam Candidate will sweep the room with the webcam at the end of the exam.

Warranty Digium represents and warrants to Student that the training content has been written by personnel of required skill, experience, and qualification in accordance commercially reasonable industry standards for similar services. EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, (A) DIGIUM HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THESE TERMS, AND (B) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Training alone is not enough to become a competent Asterisk or Switchvox user, administrator, or reseller. Work experience, research, and staying current with Asterisk and Switchvox technology and with the Asterisk user community are essential to turning knowledge acquired in Digium training to high quality professional performance. Digium does not warrant that a Student who takes one or more Digium provided training courses or exams will actually obtain professional skills or competence or that they will be more likely to pass exams on the first try by taking the courses.

### **These terms apply to both of the above types of training Governing law, jurisdiction, and dispute resolution**

These terms shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Digium and Student hereby expressly waive any right to a trial by jury and consent to a bench trial. In the event of a dispute Digium and Student agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause.

The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern these terms and conditions.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGIUM IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR INCONVENIENCE OR INDIRECT DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF CONNECTED EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA OR LOSS OF GOODWILL) RESULTING FROM THE TRAINING CLASSES, OR ARISING OUT OF ANY BREACH OF THESE TERMS, EVEN IF DIGIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF DIGIUM UNDER THIS AGREEMENT IS LIMITED TO THE PURCHASE PRICE OF REGISTRATION(S) FOR THE TRAINING CLASS(ES) WHICH IS THE SUBJECT OF THE DISPUTE. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

## **Payment information**

All classes/exams requirement prepayment to confirm Student Registration. To register for a class or exam, to learn the curriculum of the classes and exams, or to learn of any prerequisites of a class or exam please go to <https://www.digium.com/training>.

## **EXPORT RESTRICTION**

The export and re-export of the training and course materials are controlled by the United States Export Administration Regulations and such training and materials may not be exported or re-exported to any country to which the United States embargoes goods. In addition, the training and course materials may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. More information can be found here <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>. By downloading or using the training or course materials, or using any other Digium product, you are certifying that you are not a national of any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List or the List of Specially Designated Nationals. You also agree that you will not use the training or course materials for any purposes prohibited by United States law. You agree to use the training and course materials in compliance with all applicable laws, including local laws of the country or region in which you reside.