



in collaboration with **accenture**

TIP Academy Terms of Service



TIP Academy Terms of Service

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Welcome, and thank you for your interest in the TIP Academy, a service of the Telecom Infra Project, Inc., a Delaware non-stock and non-profit corporation (“TIP,” “we,” “us,” or “our”). TIP operates the Website and related application programming interfaces, mobile applications and online services, hosts Downloadable Content, and provides or will provide other related products and services currently or in the future (collectively, the “Services”). The following Terms of Service are a legal contract between you (“you” and “your”) and TIP regarding your use of the Services. Visitors and users of the Services are referred to individually as “User” and collectively as “Users”.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE OR ANY SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE TIP PRIVACY POLICY AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “TERMS”).

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Definitions:

“**Alternate License**” is defined in Section 7.2.1.

“**Applicable Law**” is defined in Section 11.

“**Downloadable Content**” means mobile applications or certain digital educational content made available for download through the Services.

“**Guidelines**” is defined in Section 3.

“**Licensed Educational Content**” means notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications owned by TIP or its third-party licensors.

“**Organization**” means a company, school, university, or other similar educational or commercial entity.

“**Privacy Policy**” is defined in Section 2.

“**Reference Sites**” is defined in Section 9.

“**Services**” is defined in the Preamble.

“**Services Materials**” means visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Services.

“**Terms**” is defined in the Preamble.

“**TIP**” is defined in the Preamble.

“**TIP Parties**” is defined in Section 12.

“**User Code**” means computer code, in source or object form, created and posted to the Services by Users.

“**User Content**” means User Postings and User Code.

“**User Postings**” means, collectively, notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications posted to the Service by Users.

“**Users**” is defined in the Preamble.

“**Website**” means the web site located at <https://www.tip.academy>.



1. Eligibility; Accounts

THE WEBSITE IS NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY TIP, ITS AFFILIATES OR CONTRACTORS OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN.

- 1.1.** By clicking the “I Agree” button or by otherwise using or registering an account for the Services, you represent that (i) you are a US resident at least 13 years of age, or (ii) you are not a US resident, and are of legal age of consent to open an account under the laws of your country of residence. You also represent that you have not been previously suspended or removed from the Services by TIP, its affiliates or its contractors, and that your registration and your use of the Services complies with any and all applicable laws.

- 1.2. Account.** To use certain features of the Services, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to TIP, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you agree to immediately notify TIP at Tip.Academy@telecominfraproject.com. You may be liable for the losses incurred by TIP or others due to any unauthorized use of your Services account.

- 1.3. Organization Use.** TIP may make available certain features and tools that permit certain Users to work with other Users through the Services in order to provide them with tutorial, educational and other education-related services as part of the school’s or company’s curriculum or training program, and to review and evaluate educational achievement and progress of such students.

- 1.4. Limitations on Use.** The Services (including the Website) are provided to you for educational and training purposes as part of a university curriculum or company training program. You must use the Services in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit



for any commercial purpose, any portion of the Services, the Website, or access to the Services or Website. You may not retain any copies in any form of any content accessed through the Services (including content from the Website).

1.5. International Use. TIP operates the Services in the United States. If you choose to access our Services from locations outside the United States, you consent to the collection, transmission, use, storage and processing of content and data (including your personal information) in the United States. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of our Services. If you are under the age of 18, you confirm that you have received parental consent, if required in your jurisdiction, to open an account for Service and enter into these Terms. Unless we have entered into a separate, mutually executed written agreement with you that says otherwise, we do not represent that our Services are appropriate or available for use in jurisdictions outside the United States. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render TIP in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws.

2. Privacy Policy

Your privacy is important to us. Please read the TIP Privacy Policy, available at <https://telecominfraproject.com/legal-and-privacy-policies>, which may be updated from time-to-time (the current or future versions, as applicable, the “Privacy Policy”) and is hereby incorporated into these Terms (and which are part of our contract with you), carefully for information relating to TIP’s collection, use, and disclosure of your personal information. Among other things, our Privacy Policy explains how we treat your personal information and protect your privacy when you use our Services, and explains the procedures by which Users may view, update, correct, or delete their account and personal information.

3. API Terms; Other Guidelines

When using the Services, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time-to-time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into the Terms.



4. Modification of the Terms

Upon opening an account, you accept the Terms in the form posted on our website. TIP reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes that are made after you open your account. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, TIP will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Services, and such amended terms will be effective on the earlier of (i) your actual notice of such changes and (ii) after TIP makes a reasonable attempt to provide you such notice such as by sending you an email notification at the address associated with your account and by prominently posting a notice on the Website. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

5. User Content License Grant

5.1. User Content and Ownership. TIP may permit (a) the posting and/or publishing by you and other Users of User Postings and (b) the posting, creation, or modification by you and other users of User Code. You understand that whether or not such User Content is published, TIP does not guarantee any confidentiality with respect to any submissions. Consistent with Applicable Law, as between TIP and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and TIP does not claim any ownership rights in or to such User Content. You acknowledge that you are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.

5.2. License Grant to TIP. By posting, submitting or distributing User Content on or through the Services, you hereby grant to TIP a worldwide, non-exclusive, transferable, assignable, sublicensable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law and TIP's Privacy Policy). Such license is perpetual and irrevocable, except to the extent required to comply with Applicable



Privacy Law relating to ownership and control of your personal information.

5.3. License Grant to Users.

5.3.1. User Postings. By posting, submitting or distributing User Postings through the Services, you hereby grant to each User of the Services a non-exclusive license to access and use your User Postings in any manner permitted or made available by TIP on or through the Services.

5.3.2. User Code. By posting, submitting or distributing User Code through the Services, you hereby grant to each User of the Services a non-exclusive license to access, use, reproduce, and distribute your User Code as fully permitted under, and in accordance with the terms of, the Apache 2.0 license.

5.3.3. Downloadable Content. The Services may permit you to download Downloadable Content. Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, TIP grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, view and use the Downloadable Content on devices owned or controlled by you, solely for your personal, non-commercial purposes. You agree not to (i) modify or create derivative works of the Downloadable Content, (ii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, technical limitations or security features in or protecting the Downloadable Content, and (iii) remove any copyright and other proprietary notices on the Downloadable Content and all copies thereof.

5.4. Access to Your User Content. TIP may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Services users) to view. You acknowledge and agree that, although TIP may provide certain features intended to allow you to restrict some User Content you create from others, TIP does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, TIP will use reasonable efforts to notify you pursuant to Section 15.1 below. TIP is under no obligation to post User Content or to keep User Content accessible to Users.



5.5. User Content Disclaimer. You understand that when using the Services you will be exposed to User Content from a variety of sources, and that TIP is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, 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 TIP with respect thereto. TIP does not endorse any User Content or any opinion, recommendation or advice expressed therein, and TIP expressly disclaims any and all liability in connection with User Content.

6. Digital Millennium Copyright Act

It is TIP's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. TIP will promptly terminate without notice your access to the Services if you are determined by TIP to be a "repeat infringer." A repeat infringer is a User who has been notified by TIP of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Services more than twice. TIP has the right to immediately remove any User Content that is alleged to be infringing without notice.

7. Proprietary Materials; Licenses

7.1. Proprietary Materials. The Services are owned and operated by TIP, its affiliates or contractors. The Services Materials are protected by United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Services are owned by or licensed to TIP, and TIP reserves all rights therein and thereto not expressly granted by these Terms.

7.2. Licensed Educational Content. TIP may make available on the Services certain Licensed Educational Content. Subject to your compliance with the terms of this agreement, TIP grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Services by TIP solely for your personal, non-commercial purposes. Unless expressly indicated on the Services that a particular item of Licensed Educational Content is made available to Users under alternate



license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

7.2.1. Alternate Licenses. In certain cases, TIP or its licensors may make available Licensed Educational Content under alternate license terms (each, an “Alternate License”). Where expressly indicated as such on the Services, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to you under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, you agree to comply fully with all the terms and conditions of such Alternate License.

7.2.2. Educational Content is licensed to individuals (Learners using TIP Academy). For individual consumers, the license is being provided in the moment of purchase of selected Educational Content. For Corporate client purchasers, the license is being provided in the moment of assigning the Educational Content to the individual Learner on request of Point of Contact from the Learning Organization (Corporate Client). After granting, Licenses for Educational Content are irrevocable.

7.3. Non-Commercial Use. The Licensed Educational Content is intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by TIP.

7.3.1. Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that TIP expressly defines as falling outside of “non-commercial” use:

7.3.1.1. the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;

7.3.1.2. providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee or other non-monetary benefits; and



7.3.1.3. the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any “pop-up advertisements”.

7.3.2. Use Characterization. Whether a particular use of the Licensed Educational Content is “non-commercial” depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is “non-commercial,” even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not “non-commercial,” even if this use is by a non-profit entity.

8. Prohibited Conduct

YOU AGREE NOT TO:

- 8.1.** use the Services for any commercial use or purpose unless expressly permitted by TIP in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;
- 8.2.** except as expressly permitted under these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;
- 8.3.** post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;
- 8.4.** post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;



- 8.5.** impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, or perform any other fraudulent activity;
- 8.6.** delete the copyright or other proprietary rights notices on the Services or on any Licensed Educational Content or User Content;
- 8.7.** assert, or authorize, assist, or encourage any third party to assert, against TIP or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content or User Content you have used, submitted, or otherwise made available on or through the Services;
- 8.8.** make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
- 8.9.** use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- 8.10.** defame, harass, abuse, threaten or defraud Users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- 8.11.** remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, Licensed Educational Content or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services, Licensed Educational Content or User Content;
- 8.12.** reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;



- 8.13.** modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by TIP herein or to the extent the foregoing restriction is expressly prohibited by applicable law;
- 8.14.** intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; or
- 8.15.** download, copy or otherwise retain content, including screenshots and videos, from the Services that is not Downloadable Content.

9. Third-Party Sites, Products and Services; Links

The Services may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). TIP does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK.

10. Term and Termination

- 10.1. Term.** These Terms shall remain in full force and effect while you use the Services unless your account is terminated as provided in these Terms, in which case you no longer have the right to use the Services.
- 10.2. Termination by TIP.** TIP, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate any account (or any part thereof) you may have with TIP or your use of the Services and remove and discard all or any part of your account, User profile, and User Content, at any time. TIP may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the



Services or any account you may have, or portion thereof, may be done without prior notice, and you agree that TIP will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies TIP may have at law or in equity. As discussed herein, TIP does not permit copyright, trademarks, or other intellectual property infringing activities on the Services, and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

10.3. Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of TIP in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate these Terms at any time (prospectively only) by deleting your login account with the Services and discontinuing use of any and all parts of the Services.

10.4. Responsibility for Pre-Termination Activity. Termination of the Terms as to any User account will not limit TIP's rights and remedies regarding any breach of these Terms occurring prior to such termination.

11. Representations and Warranties

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render TIP in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws (collectively, "Applicable Law"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that: (i) you possess all rights necessary to provide your User Content and grant TIP the rights in these Terms; and (ii) you will comply with Applicable Laws in connection with your use of the Service.

12. Indemnification



You agree, to the extent permissible under your state's laws, to indemnify, defend, and hold harmless TIP, its officers, directors, employees, advisors and agents and their respective successors and assigns ("TIP Parties") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third-party, including any claim for indemnification from TIP Parties, relating to or arising out of (i) your access to, use or misuse of the Services; (ii) your breach or alleged breach of these Terms, or any violation of the Terms; (iii) any breach of the representations, warranties, and covenants made herein; (iv) your failure to comply with Applicable Laws (including any failure to obtain or provide any necessary consent or notice); (v) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (vi) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users. TIP reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify TIP, and you agree to cooperate with TIP's defense of these claims. You agree not to settle any such matter without the prior written consent of TIP. TIP will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

13. Disclaimers; No Warranties

13.1. No Warranties. THE SERVICES, INCLUDING THE WEBSITE, AND ALL USER CONTENT, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE TIP PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AVAILABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TIP OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

13.2. Content. THE TIP PARTIES, DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE TIP PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT (1) THE SERVICES WILL (A) MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, OR (B) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, (2) THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3)



THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES MAY BE NEW OR EXPERIMENTAL AND MAY NOT HAVE BEEN TESTED IN ANY MANNER.

13.3. Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOADING OF SERVICES MATERIALS AND USER CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

13.4. Limitations by Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

14. Limitation of Liability and Damages

14.1. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE TIP PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) EVEN IF TIP OR A TIP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING (i) TO THE TERMS; (ii) YOUR USE OF (OR INABILITY TO USE) THE SERVICES, OR (iii) ANY OTHER INTERACTIONS WITH TIP OR ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE SERVICES, INCLUDING OTHER USERS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, TIP'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14.2. Limitation of Damages. IN NO EVENT WILL THE TIP PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICES OR YOUR INTERACTION WITH OTHER USERS



(WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED ONE HUNDRED DOLLARS (\$100).

14.3. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT TIP HAS OFFERED THE SERVICES AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TIP, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TIP. TIP WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

14.4. User Interactions and Release.

14.4.1. User Disputes. TIP is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

14.4.2. Release. If you have a dispute with one or more Users, you release us (and the TIP Parties) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

15. Miscellaneous (Including Dispute Resolution)

15.1. Notice. TIP may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Services, or other reasonable means. Notice will be deemed given when the



email is sent, unless TIP is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Services. In such case, notice will be deemed given three days after the date of mailing. Notices posted on the Services are deemed given 30 days following the initial posting. Any notices directed to TIP shall be sent by first class U.S. Mail to TIP, c/o Virtual, Inc., 401 Edgewater Place, Suite 600, Wakefield, MA, USA 01880 and also via e-mail to Tip.Academy@telecominfraproject.com.

15.2. Waiver. The failure of TIP to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by TIP.

15.3. Governing Law. The Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

15.4. Dispute Resolution and Forum Selection. In the event of any alleged claim or dispute under these Terms, the parties involved agree to negotiate in good faith to resolve such claim. If, after 30 days, the parties are unable to reach a settlement, you agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving Wilmington, Delaware. 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).

15.5. Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

15.6. Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you without TIP's prior written consent, but may be assigned by TIP without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.



15.7. Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

15.8. Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

15.9. Entire Agreement. The Terms, the Privacy Policy and Guidelines constitute the entire agreement between you and TIP relating to the subject matter herein and supersede any prior agreements re the subject matter hereof.

15.10. Construction. Terms defined by a given number, tense, or form shall have the corresponding meaning when used in these Terms with initial capitals in another number, tense, or form. “Includes” or “including” shall not be deemed limited by the specific enumeration of items but shall be deemed without limitation. The term “or” is not exclusive. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.