



Piwik

Certification Program Agreement

The Agreement is entered into between the examinee (“you”) and Piwik (“Piwik”) at the beginning of your exam session.

1. You understand and agree that all certification exams, including exam questions, answers and all other content, constitute Piwik proprietary and confidential information and may not be disclosed to or discussed with others or posted or published in any forum or through any medium. You agree that all work submitted by you in completing the certification exam and in satisfaction of the certification requirements, including certification exam answers, assignments and personal registration information is entirely your own. If Piwik believes your certification exam results do not accurately reflect your knowledge or mastery of the certification exam subject matter, Piwik may deny you any further participation in the certification program, cancel a passed exam or revoke any pre-existing certifications. In addition, if you violate the provisions of the Agreement or engage in fraudulent or disparaging behavior, you may be decertified and terminated from the certification program, made permanently ineligible to participate in the certification program, and/or denied access to the Piwik Community.

2. Your certification will be valid for 18 months unless otherwise stated on the certification program webpages. Piwik reserves the right to discontinue or change the certification program at any time, including the right to change the certification requirements, certification exams and/or certification program benefits. Piwik will notify you of changes by posting them on the certification program webpages and you are responsible for checking those webpages regularly for changes. Your right to use a particular certification may terminate if you do not meet the most current certification requirements associated with the particular certification.

3. You may use the certification only to promote your qualifications related to the applicable certification and for no other purpose. You acknowledge Piwik’s sole ownership of the Piwik trademarks and the certification, and any associated goodwill, and agree that Piwik retains all rights, title, and interest in and to its trademarks and the certifications. In the event you receive notice from Piwik that you no longer have the right to use or display the certification, you shall immediately cease all use and take down any display of the certification.

4. You acknowledge and agree that Piwik collects certain information about you to operate and run the certification program. Piwik uses and protects that information as described on the certification program webpages. You also agree that the certifications you have earned and your certification program activities may be tracked and associated with your personal information.

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5. Term and Termination. The term of this Agreement shall commence upon your acceptance of these terms and conditions and shall continue until terminated as provided herein. Piwik may terminate this Agreement with or without cause upon thirty (30) days written notice to You. Piwik may revoke your certification designation, if in Piwik's sole discretion. Piwik determines that You: 1) assisted, or used assistance from others in completing the certification exam; 2) circumvented, or attempted to circumvent Piwik program procedures or security mechanisms, or 3) breached the terms of this Agreement. Upon termination of the Agreement, your rights to use the certification designation shall cease immediately.

6. Indemnification. You agree to indemnify, defend and hold Piwik and its officers, directors, affiliates, employees and representatives harmless from and against any all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to, or caused directly by your negligent act or omissions in regards to your use of the certification designation, or breach of obligations under this Agreement.

7. Warranties. PIWIK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability. IN NO EVENT SHALL PIWIK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID TO PIWIK, IF ANY, TO PARTICIPATE IN THE CERTIFICATION PROGRAM. IN NO EVENT SHALL PIWIK HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Independent Contractor. You acknowledge you are an independent contractor and nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or your authorized use of the certification designation.

10. Assignment. You acknowledge that the rights and obligations hereunder, including any rights to use the Piwik Logo in connection with the certification designation, in whole or in part, are personal and may not be assigned by You to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver or any other right under these terms or conditions or any subsequent breach or default.

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11. Governing Law. This Agreement shall be governed exclusively by Dutch laws, without regard to its conflicts of laws rules.

12. Remedies. It is expressly agreed that a material breach of this Agreement by You may cause irreparable harm and a remedy at law may be inadequate. In addition, to any and all remedies available at law, Piwik will be entitled to injunctive relief or other equitable remedies in the event of a threatened or actual violation of any of the provisions of this Agreement.

13. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Piwik shall be addressed to the attention of its Director, Education Partner programs with a copy to its General Counsel.

14. General. Piwik reserves the right to modify the program, requirements for certification, and/or certification exams at any time, without notice. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the program.