

Terms of Service

You can find the updated/current terms of service at:

<https://www.talentlms.com/terms>

Last Updated: 19 August 2025

PLEASE READ THESE SOFTWARE AS A SERVICE TERMS AND CONDITIONS (“**Agreement**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY EPIGNOSIS (“**Supplier**”, AS DEFINED BELOW). BY USING THIS WEBSITE AND THE SERVICES, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ORGANIZATION, COMPANY, OR ENTITY FOR WHICH YOU ACT (“**Customer**” or “**you**”) AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT, AND YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICES OFFERED BY SUPPLIER. REGISTRATION BY “BOTS” OR OTHER AUTOMATED METHODS ARE NOT PERMITTED. SUPPLIER’S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THIS AGREEMENT IS CONSIDERED AN OFFER BY SUPPLIER, ACCEPTANCE IS EXPRESSLY LIMITED TO THIS AGREEMENT.

1. AGREEMENT DEFINITIONS

“Administrator” means an Authorized User assigned by Customer with certain administrative responsibilities over Customer’s account, as such responsibilities are further specified in the interface of the Services.

“Affiliate” means any entity that, directly or indirectly, controls, is under common control with, or is controlled by a party. For this purpose, “control” means the power to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of voting securities, by contract or otherwise.

“Authorized User” means Customer’s and/or Customer’s Affiliates’ employee, contractor, agent, or any other individual authorized by Customer to access and use the Services, via Customer’s account, for the purpose specified herein. Customer is responsible for Authorized Users’ compliance with this Agreement.

“Customer Delivered Course” means a course Customer makes available, presents, or otherwise administers to Authorized Users.

“Customer Course Store Course” means a course and related materials Customer requests to make available to third parties via the LMS Course Store.

“Documentation” means the user guides, online help, training materials and any other documentation made available to Customer regarding use of Services.

“Effective Date” means the first date that Customer accesses the Services.

“Instructor” means an Authorized User assigned by Customer with certain instructional responsibilities over Customer’s account, as such responsibilities

are further specified in the interface of the Services.

“LMS Services” means services and materials relating to structuring and presenting online courses for Authorized Users, including Supplier’s proprietary course content.

“LMS Course Store” means the online Course Store site operated as part of the Service where Customer Course Store Courses and related materials may be promoted and made available to other users.

“Order” means an ordering document entered into by and between Supplier and Customer.

“Portal” means the website address assigned and/or designated by Supplier to Customer to access the Services.

“Services” means Supplier’s hosted internet accessible learning management solution service, under the name TalentLMS made available to Customer via the Portal.

“Supplier” or **“we”** means the Epignosis entity entering into the Order, i.e., Epignosis LLC, a U.S.A. based company, having its registered office at 1209 Orange Street, City of Wilmington, Delaware, DE 19801, U.S.A., or Epignosis UK Limited, a U.K. based company, having its registered office at 1 Fore Street Avenue, London, United Kingdom, EC2Y 9DT, as the case may be.

2. OVERVIEW OF SERVICES

The Services provided by Supplier include (a) the LMS Services and (b) the LMS Course Store (as defined in the LMS Course Store Terms), as well as additional content or features that Supplier makes available from time to time.

3. ACCESS RIGHTS

3.1. LMS Services

Subject to Customer's compliance with the terms and conditions set forth herein, Supplier hereby grants to Customer a non-exclusive, non-assignable, limited right to access and use the LMS Services solely for Customer's internal business operations, and up to the maximum number of Customer's Authorized Users set forth in the applicable Order or Customer's account, during the term of the applicable Subscription (as defined in Section 7.3). Customer may elect to use either Supplier's standard free plan, or paid features, including a Subscription. If you purchase a Subscription, Supplier will use commercially reasonable efforts to provide access the Services in accordance with the Service Level Agreement available at <https://www.talentlms.com/sla>. Unless Customer's pricing plan, as identified in the relevant Order, includes chat support, technical support is solely available via e-mail to Customer's designated account administrator.

3.2. Course Store Services

Customer may request to make a Customer Course Store Course available to third parties via the LMS Course Store and subject to the terms of the TalentLMS Course Store Terms available at <https://www.talentlms.com/coursestoreterms> and via the Customer Interface of the Services, as updated from time to time (the "**Course Store Terms**"). The Course Store Terms are incorporated herein by this reference.

4. USERS

4.1. Registration

Customer must register for an account to access portions of the Services. Customer agrees that the

information provided for purposes of account registration is accurate and will be kept accurate and up-to-date at all times. Customer is solely responsible for maintaining the confidentiality of Customer's account and password and accepts responsibility for all activities that occur under the account. Customer will not share passwords, authentication credentials, or other means of account access with a third party, except Authorized Users. If Customer has reason to believe that Customer's account is no longer secure, Customer must immediately notify Supplier at help@talentlms.com.

4.2. User Subscriptions

The maximum number of current Authorized Users the Customer may authorize to access and use the Services at any given time shall not exceed the maximum number of user subscriptions Customer has purchased under the Order or elected plan (unless explicitly defined otherwise under Customer elected plan). Each user subscription shall correspond to a unique Authorized User who will subscribe, access, and use the Services by use of a password protected access to the Portal. Each Authorized User is responsible for maintaining the security of that Authorized Users' account and password. A single login shared by multiple Authorized Users is not permitted. Customer shall maintain an up-to-date list of current Authorized Users and, upon 10 days' written notice, permit Supplier or its duly authorized representative to audit Customer's records which relate to the measurement of number of Authorized Users and user subscriptions, provided that such audits may not be conducted more than once during any consecutive 12-month period. Any authorized person performing such audit shall protect the Customer's Confidential Information (as defined herein) and abide by Customer's reasonable security procedures. Customer shall use all

reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation.

4.3. Customer Delivered Courses

Customer may elect to charge Authorized Users to access a Customer Delivered Course. Customer is solely responsible for, and Supplier has no responsibility of any kind with respect to (a) administration and operation of each Customer Delivered Course, (b) support of Authorized Users with respect to participation in a Customer Delivered Course, (c) ensuring that Customer Delivered Courses do not violate or infringe the intellectual property rights of a third party; and (d) ensuring that Customer Delivered Courses are not offensive, profane, obscene, libelous or otherwise illegal.

4.4. Agreements

Customer may include a separate end user license agreement (“**EULA**”) that will govern the relationship between Customer and Authorized Users and such Authorized Users’ access to the Services, including Customer Delivered Courses. Any such applicable EULA is solely between Customer and the Authorized User. Supplier shall not be responsible, nor have any liability whatsoever, under any EULA. The EULA must include legally enforceable provisions that obtain all necessary licenses, rights, consents, and permissions from each Authorized User, and comply with the terms, restrictions and conditions in this Agreement and all applicable laws, rules, and regulations.

5. RESTRICTIONS

Customer has no right to access or use the Services for any purposes except as may be otherwise expressly set forth in this Agreement. All use of the Services must be only as provided in this Agreement

and only in accordance with Supplier's applicable Documentation. Customer shall not and shall not enable or assist any third party to: (a) modify, alter, adapt, copy, translate, perform and display or create derivative works based on the Services or proceed to any action that may be properly characterized as copyright infringement by applicable law; (b) decompile, reverse engineer, disassemble or otherwise attempt to obtain the source code, object code, or underlying structure, ideas, or algorithms of the Services; (c) merge or bundle the Services with other software; (d) except as expressly permitted under Section 4.3 of this Agreement or under the Course Store Terms, sell, resell, license, lease, publish, display (publicly or otherwise), distribute, rent, lease or otherwise transfer or by any means make available, either directly or via another reseller, to a third party the Services or include the Services in a service bureau, time-sharing, or equivalent offering; (e) duplicate, copy or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts (including the look and feel) of the Services; (f) publicly disseminate information from any source regarding the performance of the Services or otherwise conduct any benchmark or stress tests; (g) access, store, distribute or transmit any viruses, worms, Trojan horses, or other harmful code that in Supplier's sole discretion, affects the Services; (h) modify, disable or compromise the integrity or performance of Services, data or Supplier's systems (including probing, scanning or testing the vulnerability of any Supplier system or network that hosts Services; (i) tamper with or hack Supplier's systems, circumvent any security or authentication measures, or attempt to gain unauthorized access to the Services, related Supplier systems, networks or data; (j) decipher any transmissions to or from the servers running the Services; (k) overwhelm or attempt to overwhelm Supplier's infrastructure by imposing an unreasonable volume of load on

Supplier's system that consumes extraordinary resources (CPU's, memory, disk space, bandwidth etc); (l) interfere or attempt to interfere in any manner with the proper functioning of the Services; and (m) include any material during the course of its use of the Services that is unlawful, harmful, defamatory, infringing, facilitates illegal activity, harassing, depicts sexually explicit images and/or causes damage or injury to any person or property. Without prejudice to Supplier's other rights and remedies, Supplier reserves the right, without liability to the Customer, to disable Customer's access to any material in the event that Customer breaches the restriction provisions of this clause.

6. CUSTOMER'S OBLIGATIONS

Customer agrees to: (a) provide reasonable information and assistance to Supplier to enable the Services to be rendered; (b) comply with all applicable local, state, provincial, national, federal and foreign laws in connection with its use of the Services; (c) refrain from using or accessing the Services in any way that violates, or causes Supplier to violate, such laws; (d) inform Supplier of any requirements under any such laws applicable to the Customer and/or its Authorized Users that could in any way affect Supplier's provision of the Services; (e) notify Supplier immediately upon becoming aware of any unauthorized use of the Services; (f) designate a qualified employee as Customer's administrator for the Services; (g) collect, input, update all Authorized Users data and material provided for use in connection with the Services and (h) if on a free version account, not to maintain -either directly or indirectly- more than one account.

Customer acknowledges it has read the "Epignosis Code of Business Conduct and Ethical Standards" (available at:

<https://www.epignosishq.com/epignosis-code-of->

[conduct.pdf](#)), which is incorporated herein by this reference, and agrees to comply with the provisions contained therein.

7. PAYMENT FOR SERVICES

Certain features of the Services may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and, unless explicitly provided otherwise herein, are non-refundable.

7.1. Price

Supplier reserves the right to determine pricing for the Services. Supplier will make reasonable efforts to keep pricing information published on the website up to date, available at <https://www.talentlms.com/prices>. We encourage you to check our website periodically for current pricing information. Supplier may change the fees for any feature of the Services, including additional fees or charges, if Supplier gives you advance notice of changes before they apply. Supplier, at its sole discretion, may make promotional offers with different features and different pricing to any of Supplier's customers. These promotional offers, unless made to you, will not apply to your offer or this Agreement. The fees set forth in the applicable Order or ordering interface are exclusive of all federal, state, municipal, or other government excise, sales, use, value added or other taxes now in force or enacted in the future, and Customer shall pay any such tax (excluding taxes on Supplier's net income) that Supplier may be required to collect or pay now or at any time in the future with respect to such fees. Unless otherwise set forth in the Order, Customer shall pay all Supplier's undisputed invoices within 30 days after Customer receives invoice. For the avoidance of doubt, any Supplier's invoice sent to Customer via email shall be deemed

received upon transmission. Payment of the amounts due to Supplier shall be made in accordance with the payment schedule set forth on the Order or other ordering interface.

7.2. Authorization

You authorize Supplier or a third-party payment processor to charge all sums for the Orders you enter into, orders that you make and any level of Services you select as described in this Agreement or published by Supplier, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, a third-party payment processor may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

7.3. Subscription Services

The paid Services may include automatically recurring payments for periodic charges (“**Subscription**”). The price, term, and restrictions of any Subscription will be set forth in an applicable Order. If you activate a Subscription, you authorize Supplier to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “**Subscription Billing Date**” is the date when you purchase your first Subscription. For information on the “**Subscription Fee**,” please see our <https://www.talentlms.com/prices> page. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next Subscription period. The Subscription will continue unless and until you cancel your Subscription, or we terminate it. You must cancel your Subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the

periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription via your Portal (under Account and Settings) or by contacting us at help@talentlms.com. If Customer terminates the Subscription for convenience within the first three months of an annual Subscription, Customer will be eligible to receive a pro-rated refund of pre-paid amounts, excluding a cancellation fee of 10% deducted from such refund. Such refund is not available with respect to any renewal Subscription period. If you elect not to renew a Subscription, your account will be downgraded to the free version of the Services, and you acknowledge and accept that this may result to Customer Content becoming inaccessible or permanently deleted.

7.4. Delinquent Accounts

Supplier may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

8. PAYMENTS TO CUSTOMER

If you offer third parties or Authorized Users a Customer Course Store Course or Customer Delivered Course, as applicable, in exchange for a fee, then you may receive the fees charged less certain fees and expenses (your “**Customer Fees**”) using Supplier’s third-party service provider (e.g., Stripe). You may select the fee, as well as the bundling of materials in exchange for a discount, if Supplier makes such option available. You may be required to have an account with that third-party

service provider or with another financial institution in order to receive your Customer Fees, and you may be charged fees for any related processing services. Any fees charged by Supplier's third-party service provider or by any other financial institution are between you and that provider or institution and may be subject to their terms and conditions or any agreement you have with them. Supplier may place limits on the balance of Customer Fees you need in order to cash out and on the amount of Customer Fees you may cash out in any given day or transaction, and Supplier may update these limits from time to time at its discretion. In no event may Customer Cash Out more than \$1,000 per day. "Cash Out" means for Customer to receive or redeem Customer Fees, whether such payment is made using Supplier's third-party service provider or with another financial institution.

9. TERM AND TERMINATION

9.1. Term of Agreement

The term of this Agreement will commence on the Effective Date and will continue in effect unless terminated in accordance with this Agreement (the "**Term**"). On the effective date of termination of this Agreement, all then-current Subscriptions under the Agreement will also terminate unless otherwise agreed by Supplier and Customer.

9.2. Termination of Cause

Either party shall have the right at any time, by giving notice, to terminate this Agreement without liability to the other on the occurrence of any of the following events: (a) if the other party commits a breach of any of the terms and conditions of this Agreement and such breach has not been rectified within thirty (30) days after receipt of notice to rectify served on the defaulting party by the other party; (b) if the other party becomes insolvent, makes a general assignment for the benefit of

creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, is liquidated, voluntarily or otherwise, or suffers any similar action in consequence of debt; or (c) if the other party engages in illegal activities.

9.3. Termination of Convenience

Customer may terminate this Agreement any time without cause upon 30 days' prior written notice to Supplier, in which case any active Subscription will be deemed terminated as well. Customer acknowledges that should Customer terminate for convenience, any pre-paid fees to Supplier corresponding to the unused Subscription term are non-refundable.

9.4. Effect of Inactivity

If Customer has a free version account and does not log into an account for more than six (6) months, that account will be permanently deleted. Supplier will notify Customer via email at least thirty (30) days before deleting Customer's account, with a follow-up reminder notification at least seven (7) days prior to the deletion. Upon such account deletion, all Customer Content will become inaccessible and may be permanently deleted.

9.5. Effect of Termination

Upon termination of this Agreement: (a) your license rights will terminate and you must immediately cease all use of the Services; (b) you will no longer be authorized to access your account or the Services; (c) you must pay Supplier any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 1, 5, 7, 9.5, 9.6, 10, 13, 15, 16.3, 17, 18, 19, 20, and 21 will survive.

9.6. Modification of the Services

Supplier reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. Supplier will have no liability for any change to the Services or any suspension or termination of your access to or use of the Services.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

Supplier and its licensors retain all intellectual property rights in and to the Services and its components, including the source code, Documentation, Portals, URLs, appearance, structure, organization, preparatory design materials, and all other elements of the Services (“**Materials**”). All Materials in the Services are the property of Supplier or its third-party licensors. Other than the right to use the Services for the Term provided in this Agreement, nothing in this Agreement grants Customer any right in the Services. Supplier reserves all rights to the Materials not granted expressly in this Agreement. To the extent Customer provides Supplier with any feedback relating to the Services (including feedback related to usability, performance, interactivity, bug reports and test results) (“**Feedback**”), Supplier will own all right, title, and interest in and to such Feedback (and Customer hereby makes all assignments necessary to achieve such ownership). Customer shall report promptly to Supplier any third-party claim served on Customer relating to the intellectual property rights in the Services or the Documentation.

11. THIRD-PARTY TERMS

11.1. Third-Party Services and Linked Websites

Supplier may provide tools through the Services that enable you to export information, including Customer Content, to third-party services, including through features that allow you to link your account on Supplier with an account on the third-party service, such as Twitter or Facebook, or through our implementation of third-party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that Supplier may transfer that information to the applicable third-party service. Third-party services are not under Supplier’s control, and, to the fullest extent permitted by law, Supplier is not responsible for any third-party service’s use of your exported information. The Services may also contain links to third-party websites. Linked websites are not under Supplier’s control, and Supplier is not responsible for their content.

11.2. Third-Party Software

The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third-Party Components**”). Although the Services are provided to you subject to this Agreement, nothing in this Agreement prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

11.3. Limitations on Availability

Customer acknowledges that certain Third-Party Components or features of the Services may not function properly or may be unavailable when accessed from certain jurisdictions, due to technical, legal, or regulatory limitations. Supplier provides no

warranties regarding the availability or performance of such components and disclaims all liability arising from any limited or impaired functionality of the Services associated therewith.

12. CUSTOMER CONTENT

12.1. Customer Content Generally

Certain features of the Services may permit users to upload courses and other content to the Services, including messages, reviews, photos, video, images, folders, data, text, and other types of works (“**Customer Content**”) and to publish Customer Content on the Services. You retain any copyright and other proprietary rights that you may hold in the Customer Content that you post to the Services.

12.2. Limited License Grant to Supplier

By providing Customer Content to or via the Services, you grant Supplier a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Customer Content, in whole or in part, for providing the Services as described in this Agreement.

12.3. Limited License Grant to Other Customers

By providing Customer Content to or via the Services to other users of the Services, you grant those users a non-exclusive license to access and use that Customer Content as permitted by this Agreement and the functionality of the Services.

12.4. Customer Content Representations and Warranties

Supplier disclaims any and all liability in connection with Customer Content. You are solely responsible for your Customer Content and the consequences

of providing Customer Content via the Services. By providing Customer Content via the Services, you affirm, represent, and warrant to us that:

a) you are the creator and owner of the Customer Content, or have the necessary licenses, rights, consents, and permissions to authorize Supplier and users of the Services to use and distribute your Customer Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Supplier, the Services, and this Agreement;

b) your Customer Content, and the use of your Customer Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including intellectual property rights; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (iii) cause Supplier to violate any law or regulation;

c) your Customer Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; and

d) you have all necessary approvals and authorizations to convey all licenses to Supplier hereunder.

12.5. Customer Content Disclaimer

We are under no obligation to edit or control Customer Content that you or other users post or publish and will not be in any way responsible or liable for Customer Content. Supplier may, however, at any time and without prior notice, screen, remove, edit, or block any Customer Content that in our sole judgment violates this Agreement or is

otherwise objectionable. You understand that when using the Services, you will be exposed to Customer Content from a variety of sources and acknowledge that Customer Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Supplier with respect to Customer Content. If notified by a user or content owner that Customer Content allegedly does not conform to this Agreement, we may investigate the allegation and determine in our sole discretion whether to remove the Customer Content, which we reserve the right to do at any time and without notice. For clarity, Supplier does not permit copyright-infringing activities on the Services.

12.6. Monitoring Content

Supplier does not control and does not have any obligation to monitor: (a) Customer Content; (b) any content made available by third parties; or (c) the use of the Services by its users. You acknowledge and agree that Supplier reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational purposes. If at any time Supplier chooses to monitor the content, Supplier still assumes no responsibility or liability for content, or any loss or damage incurred as a result of the use of content.

13. COPYRIGHT AND INTELLECTUAL PROPERTY PROTECTION

13.1. DMCA Notification

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about material posted on the Services, you may contact our Designated Agent at the

following address:

Epignosis LLC

Attn: Legal Department (Copyright Notification)

505 Montgomery Str, 11th floor, Suite 1100,

San Francisco, CA 94111 – USA

Tel: (+1)(646) 797 2799

Email: copyright@epignosishq.com

13.2. Content of Notification

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

b) a description of the copyrighted work or other intellectual property that you claim has been infringed;

c) a description of the material that you claim is infringing and where it is located on the Services;

d) your address, telephone number, and email address;

e) a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright or intellectual property owner, its agent, or the law; and

f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13.3. Repeat Infringers

Supplier will promptly terminate the accounts of users that are determined by Supplier to be repeat infringers.

14. CUSTOMER'S DATA

14.1. Customer hereby acknowledges and agrees that Supplier's performance of this Agreement requires Supplier to process, transmit and store personal data under the documented instructions of the Customer and as further specified in the Data Processing Addendum ("DPA") available [here](#) which forms an integral part to this Agreement.

14.2. Customer hereby also acknowledges and agrees that Supplier may process contractual data, as strictly necessary for the purposes of billing and payments and, in aggregated form, service usage data for the purposes of analysis and benchmarking, as further specified in Supplier's Privacy Policy, available at <https://www.talentlms.com/privacy>. Supplier shall comply with applicable Data Protection Laws and Regulations, as this term is defined in the DPA, and shall undertake data protection obligations no less protective than the obligations set forth by Module 1 of the Standard Contractual Clauses (SCCs), as this term is defined in the DPA. Customer hereby acknowledges and agrees that Supplier shall process the name and email address of the Customer to communicate with the Customer for the presentation and promotion of the Services or of new services. Customer acknowledges and agrees that Supplier shall process the name and email address of Administrators and Instructors upon their explicit consent, for the presentation and promotion of the Services or of new services. Subject to the features available under Customer's elected pricing plan, as specified in the relevant Order, Customer may disable such communications. Customer, Administrators, and

Instructors may at any time, free of charge, unsubscribe from such electronic communication, easily by clicking the button “unsubscribe” contained in the electronic communication.

15. CONFIDENTIAL INFORMATION

During the Term, in connection with this Agreement, each party (a “**Disclosing Party**”) may disclose to the other party (a “**Receiving Party**”) confidential or proprietary materials and information of the first party (“**Confidential Information**”). All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the confidential information of the Disclosing Party, will be considered “Confidential Information”; for the avoidance of doubt, the Services, all pricing information and terms of this Agreement, are Confidential Information of Supplier. Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated under this Agreement. The obligations in this Section 15 will not apply to any information that: (a) is made generally available to the public without breach of this Agreement, (b) is developed by the Receiving Party independently from the Disclosing Party’s Confidential Information, (c) is disclosed to Receiving Party by a third-party without restriction, or (d) was in the Receiving Party’s lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential

Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party will return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including all copies and extracts thereof. Notwithstanding the foregoing, (i) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as the terms of this Agreement and (ii) all Feedback be solely, as between the parties, Confidential Information of Supplier.

16. LIMITED WARRANTY AND DISCLAIMER

16.1. Each party warrants that: (a) it is a validly existing and duly incorporated company in accordance with respective local laws; (b) it has full power, legal right and authority to enter into this Agreement, and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement; and (c) it has taken all necessary corporate action to authorize the creation, execution, delivery and performance of this Agreement, and to observe and perform the provisions of this Agreement in accordance with their terms.

16.2. Supplier further warrants that during the Term, when utilized in accordance with their current Documentation and under normal use and

circumstances, the Services will operate in material conformance with the Documentation.

16.3. EXCEPT AS SET FORTH IN THIS SECTION 16, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE SERVICES, THE MATERIALS, OR THEIR USE, ACCURACY, OR FUNCTION. SPECIFICALLY, SUPPLIER PROVIDES THE SERVICES ON AN “AS-IS” BASIS AND “AS-AVAILABLE BASIS” AND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES SHALL BE DEEMED A WARRANTY OR GUARANTEE FOR ANY PURPOSE OR GIVE RISE TO ANY SUPPLIER’S LIABILITY OF THIRD PARTIES WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT RELIED ON NO WARRANTIES OR STATEMENTS OTHER THAN AS MAY BE SET FORTH HEREIN. SUPPLIER DOES NOT WARRANT THAT THE SERVICES, OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SUPPLIER DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING FEES CHARGED TO AUTHORIZED USERS, AND SUPPLIER WILL NOT BE LIABLE FOR ANY DISCREPANCY BETWEEN FEES CHARGED TO AUTHORIZED USERS AND FEES CUSTOMER OWES TO SUPPLIER. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION 16.3 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SUPPLIER DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT SUPPLIER IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

16.4. Customer may be invited by Supplier to try beta versions of the Services (“Beta Services”). Customer may need to agree to additional terms for the Beta Services. The Beta Services are provided for evaluation and feedback purposes only and may not be used for operational or commercial purposes. Customer understands that the Beta Services are not generally released and, therefore, are unsupported and may contain bugs, errors, and other issues. The Beta Services are provided on an “AS-IS” basis, without warranty of any kind, and Supplier is not responsible for any problems or issues related to Customer’s use of the Beta Services. The Beta Services may never be generally available, and Supplier may discontinue the Beta Services in its sole discretion at any time for any reason, and Supplier may delete any Customer Content or any other data on the Beta Services without liability to Customer.

17. LIMITATION OF LIABILITY

17.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SUPPLIER AND ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO CUSTOMER’S ACCESS TO OR USE OF, OR CUSTOMER’S INABILITY TO ACCESS OR USE, THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SUPPLIER ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SUPPLIER ENTITIES TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR

OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT CUSTOMER HAS PAID TO SUPPLIER FOR ACCESS TO AND USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

17.2. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. INDEMNIFICATION

Customer will defend, indemnify, and hold Supplier harmless from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including attorneys' fees), arising from or in connection with: (a) Customer's breach of any laws or regulations (including with respect to privacy); (b) Customer's or any Authorized User's use of the services; and (c) Customer's violation of any agreements it has with any Authorized User.

19. MODIFICATION

Supplier reserves the right to change this Agreement on a going-forward basis at any time upon seven days' notice. Please check this Agreement periodically for changes. If a change to

this Agreement materially modifies Customer's rights or obligations, Supplier may require that Customer accept the modified Agreement in order to continue to use the Services. Customer must accept the modifications to continue accessing or using the Services. If Customer objects to the modifications, its exclusive remedy is to cease any and all access and use of the Services. If the effective date of the modifications is during the term of a Subscription and Customer objects to the modifications, then (as its exclusive remedy) Customer may terminate its affected Subscription upon notice to Supplier, and Supplier will refund to Customer any fees it has pre-paid for use of the Services for the terminated portion of the term of the applicable Subscription. To exercise this right, Customer must provide Supplier with notice of its objection and termination within 30 days after Supplier provides notice of the modifications. Material modifications are effective upon Customer's acceptance of the modified version of the Agreement. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 19, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

20. SANCTIONS & EXPORT CONTROLS

You acknowledge that the Services may be subject to United States (US), United Kingdom (UK), European Union (EU) and other sanctions and export control laws and regulations. You agree to comply with all applicable sanctions, export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce; trade and

economic sanctions maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; UK trade and financial sanctions administered by the Department for Business and Trade and the Office of Financial Sanctions Implementation, respectively; and EU trade and financial sanctions administered by the Council of the EU and the competent authorities of EU Member States. You agree not to—directly or indirectly—sell, export, reexport, transfer, supply, make available, provide, or divert the service provided by Supplier to any destination, entity, or person, or for any end use prohibited by the laws or regulations of the US, UK or EU, without obtaining prior authorization from the competent government authorities as required by those laws and regulations and obtaining express prior permission from Supplier (which Supplier may reasonably withhold). Additionally, you warrant that you are not: (1) located, domiciled, incorporated, established or resident in Cuba, Iran, North Korea, Syria, or sanctioned regions of Ukraine, including Crimea or DNR and LNR; (2) a denied, restricted, designated or prohibited party for the purposes of the US, UK, EU, or other applicable sanctions and export control laws and regulations; or (3) owned or controlled by anyone listed in 1 or 2. This clause shall survive termination or cancellation of this Agreement.

21. MISCELLANEOUS

21.1. Notices

Any notice, request, instruction or other document to be given under this Agreement to any party hereunder shall be in the English language, in writing, and sent by first class mail, confirmed facsimile or major commercial rapid delivery courier service to the address specified on the Customer's account or, to Supplier: (a) if the Supplier is Epignosis LLC, at 505 Montgomery Str,

11th floor, Suite 1100, San Francisco, CA 94111 – USA;
or (b) if the Supplier is Epignosis UK Limited, at 1
Fore Street Avenue, London, United Kingdom, EC2Y
9DT (or such other address as may be properly
specified by written notice hereunder). Email notice
will be permitted by Supplier if sent to the
Customer's account email address. Email notice will
be permitted by Customer if sent to
legal@epignosishq.com.

21.2. Entire Agreement

The Agreement, including the Course Store Terms and any applicable Order or DPA, constitutes the entire Agreement and contains the entire and exclusive understanding between the parties with respect to the matters referenced herein. No terms, provisions or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions, or conditions. No amendment or modification of this Agreement shall be valid and binding unless made and confirmed in writing or otherwise signed by the parties hereto.

21.3. Severability

In the event of any one or more provisions of this Agreement becoming invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

21.4. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this

Agreement.

21.5. Force Majeure

Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including accident, acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightening, electrical disturbances, or other similar causes. Such events, occurrences or causes do not include inability to meet financial obligations. The time of performance hereunder is extended by a period of time lost because of such delay. Notwithstanding any other provisions of this section, should the Force Majeure Event last for more than 30 days, the non-affected party may terminate this Agreement immediately upon written notice to the affected party.

21.6. AI Features

The Services may include certain Artificial Intelligence (“AI”) enabled features. The Customer’s use of said features is governed by Appendix A of this Agreement (available at: [[“AI Terms of Use”](#)]), which is incorporated herein by this reference and forms an integral part hereof.

21.7. Marketing

During the Term: (a) Customer agrees to participate in case studies and other similar marketing efforts reasonably requested by Supplier; (b) Supplier may disclose that Customer is a customer of Supplier to third parties; and (c) Supplier may include on and in Supplier’s website, case studies, marketing materials, and conference presentations and other speaking opportunities, Customer’s testimonials and other feedback regarding the Services, name, website URL, use case, and logo and other marks. Upon request from

Customer, Supplier will promptly stop making the disclosure and use described in the foregoing sentence except to the extent already included in any then-existing materials

21.8. Assignment

This Agreement is not assignable or transferable by Customer except with Supplier' prior written consent; provided, however, that Customer may, upon prior written notice to Supplier, transfer and assign its rights and obligations under this Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. If such a transfer or assignment is made in favor of a direct competitor of Supplier, then Supplier may terminate this Agreement upon written notice to Customer. Supplier may freely assign this Agreement. Any assignment in violation of the foregoing is void.

21.9. Governing law, Jurisdiction

Any dispute arising hereunder shall be exclusively construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. For the purpose of this Agreement, Customer consents to the personal jurisdiction and venue of the courts located in the State of Delaware, without prejudice to the provisions of the DPA. Notwithstanding the foregoing, if the Supplier of the Services is Epignosis UK Limited, any dispute arising hereunder shall be exclusively construed in accordance with the laws of England and Wales without regard to principles of conflict of laws and, for the purpose of this Agreement, Customer consents to the personal jurisdiction and venue of the courts located in London UK, without prejudice to the provisions of the DPA.