

For all users of the WorkplaceNL Certification Training Registry on SkillsPass Platform

This Agreement ("Agreement") is between a user ("you" or "user") of the WorkplaceNL Certification Training Registry ("CTR"), a Learning Network (as defined in Section 1.8 below) on the SkillsPass platform; and Bluedrop Learning Networks Inc. (the "Company"), trading as Bluedrop Performance Learning; and the Workplace Health, Safety and Compensation Commission ("WorkplaceNL").

1.0 Introduction

What is SkillsPass?

- 1.1 SkillsPass is an online social learning network comprised of an on-demand learning management system, a network of Learning Networks (as defined in Section 1.8 below), a course library, and a set of related tools that allow organizations to host courses, manage training programs, and record learning records ("SkillsPass"). The Company is the owner and operator of SkillsPass.
- 1.2 WorkplaceNL is utilizing SkillsPass to manage and administer certification training in the province of Newfoundland and Labrador. The CTR will house the training records of workers who require mandatory health and safety training as outlined in the Newfoundland and Labrador Occupational Health and Safety Regulations. The CTR will be used by training providers, trainers, trainees, employers, Occupational Health and Safety (OH&S) officers and system administrators.

Who is a SkillsPass User?

1.3 Any person or organization that views or accesses Content, as defined herein, within SkillsPass and establishes a member account.

Use of SkillsPass and Acceptance of Terms and Conditions

- 1.4 **ALL USERS MUST READ AND AGREE** to the terms and conditions before he/she/it will be granted access to **SkillsPass.** Any person creating a member account will be explicitly asked to read and accept the terms of this Agreement. Use of Bluedrop 360 constitutes acceptance of this Agreement and all users will be bound by this Agreement. If you do not agree to abide by the terms and conditions within this Agreement, you must not use SkillsPass or create a member account. All users will be required to accept the Agreement annually. The Company may change any of the terms in this Agreement at any time. Changes will become effective when the Company posts the modified Agreement on SkillsPass. All users will be prompted to accept the modified Agreement on their next sign-in. If you do not agree to the changes, you may terminate your member account. Continued use of SkillsPass by you or any other user under your license constitutes acceptance of the terms of the terms of the modified Agreement.
- 1.5 Each user shall maintain a member account with a unique **login name and password** to access **SkillsPass**. Both shall be kept strictly confidential and are not to be shared with any other individual, including other users.



- 1.6 Any user that is an organization with administrative access must **appoint a representative** to manage its **SkillsPass** learning network. This person, known as the Learning Network administrator, will be the organization's **SkillsPass** gatekeeper. He or she will have access to all services and information on the organization's account, and will be able to add and manage access for other users for the organization. The organization will choose an appropriate person, acceptable to the Company, acting reasonably, to fill the Learning Network administrator role.
- 1.7 Through the Learning Network administrator, the organization may set up **additional users** and provide the users with access to some or all of the organization's services and information on SkillsPass.

What is a Learning Network?

1.8 A Learning Network is a secure online environment where administrators can invite and manage members, manage classroom training events, and view learning records.

2.0 <u>WorkplaceNL Collection, Use, Disclosure and Ownership of Information</u>

- 2.1 WorkplaceNL is required to collect and maintain information related to various training certification standards. WorkplaceNL works cooperatively with the OH&S Branch of the Provincial Government to ensure compliance with the certification training standards.
- 2.2 WorkplaceNL is also required to comply with the *Access to Information and Protection of Privacy Act (ATIPPA)* when performing activities related to the collection, use and disclosure of personal information.
- 2.3 All Content, as defined herein, captured in SkillsPass related to the CTR is owned by WorkplaceNL.
- 2.4 The CTR training certification records created on SkillsPass will include the following information in relation to the training providers:
 - a) Name;
 - b) Address, including PO box/street address, city/town, province, postal code, country;
 - c) Telephone number;
 - d) Facsimile number;
 - e) Email address;
 - f) Website address;
 - g) Training provider type;
 - h) Training provider description;
 - i) Training provider contact;
 - j) List of training courses the training provider has been approved to instruct
 - k) List of the training provider's trainers for each course;
 - I) Documentation with regard to the certification and approval process.
- 2.5 The CTR training certification records created on SkillsPass will include the following information in relation to trainers:
 - a) First name, Last name;
 - b) Address, including PO box/street address, city/town, province, postal code, country;

User License Agreement



- c) Telephone number (including extensions);
- d) Facsimile number;
- e) Email address;
- f) Standard/course,
- g) Documentation with regard to the certification and approval process.
- 2.6 By adding and/or updating the list of available courses published on SKillsPass, training providers and trainers agree that their name, contact and course information, and certification status will be displayed and available for access by any user.
- 2.7 The CTR training records created in SkillsPass will include the following information in relation to trainees:
 - a) First name, Last name;
 - b) Year of birth;
 - c) Street address;
 - d) Personal phone number and email address;
 - e) Work phone number and email address (if employed);
 - f) Training Status;
 - g) Employer training number (if employed and number known);
 - h) Employer name, address and phone number;
 - i) Job Title (if employed).
- 2.8 Training providers and trainers will capture registration and attendance information for trainees. Training providers will have access to training records related to the training provided by them.
- 2.9 By providing information related to their current employer(s), trainees agree that the employer(s) will be provided with limited access to their training records in order to fulfill the employer's requirements under the OH&S Regulations. Employers will only have access to the name of the course completed, training provider, trainer, certification date, and recertification date, if applicable. Trainees will have the option to remove employers from the authorized list of employers who can view their training records. Once an employer is removed from the trainees' authorized list of employers, that employer will not have access to future training records but will retain access to the past training records.
- 2.10 Email and text messages will only be utilized to communicate information related to the CTR, including notification of expired certificates, course/ workshop registration, course/workshop reminders, course/workshop results and general CTR information.
- 2.11 Trainees will have the option of indicating their preferred method of communication (email or text messages). If you are a trainee, by using SkillsPass, you consent to receiving either email or text messages as set out in section 2.10. Trainees will only be sent communications directly related to their training unless he or she specifically consents to receipt of other communication.
- 2.12 Users will have the ability to update their personal information on Bluedrop3 60. Any user requesting a correction to their training records or training certification records in SkillsPass should submit a request to <u>support@skillspass.com</u>.



- 2.13 The staff at WorkplaceNL who have responsibility for the administration and operation of the CTR program will have complete access to all Content, as defined herein, captured in SkillsPass in relation to the CTR.
- 2.14 The staff at the Company with responsibility for support and maintenance of the system will have access to any services and information where it is required to maintain the integrity and security of the data and the system.
- 2.15 Staff at the OH&S Branch of Service NL with the Provincial Government of Newfoundland and Labrador will be provided with access to CTR training records in SkillsPass as required to fulfill OH&S responsibilities under legislation.
- 2.16 Any user with questions about the collection, use and disclosure of certification training information by WorkplaceNL may call 709-778-1552.

3.0 Basic Terms

- 3.1 You are responsible for any activity that occurs under your member account.
- 3.2 You are responsible for keeping your password secure.
- 3.3 Your use of SkillsPass is subject to the SkillsPass Privacy Policy.
- 3.4 You must not abuse, harass, threaten, impersonate, or intimidate other users.
- 3.5 You are solely responsible for your conduct and for any data, text, information, screen names, graphics, photos, profiles, music, audio clips, audio and video clips, links and other material of any nature that you submit, upload, post, email, text, create, display, publish, and otherwise transmit using SkillsPass ("Content").
- 3.6 You may not use SkillsPass and its services for any illegal or unauthorized purpose. All users, including International users, shall comply with all local laws regarding online conduct and acceptable Content.
- 3.7 You must not submit, upload, post, email, create, display, publish, or otherwise transmit Content that is unlawful, harmful, menacing, harassing, offensive, threatening, libellous, defamatory, false, vulgar, obscene, pornographic, invasive of another's privacy, racially, ethnically or otherwise objectionable, Content that promotes bigotry, racism, hatred or harm, causes damage or injury to another person or property, violates any party's intellectual property or other proprietary rights, constitutes unsolicited bulk e-mail or texts or violates applicable laws, ordinances or regulations or this Agreement ("Objectionable Content").
- 3.8 You must not modify, adapt, or hack SkillsPass or modify another website so as to falsely imply that it is associated with SkillsPass.
- 3.9 You must not submit, upload, post, email, create, display, publish, or otherwise transmit any Content that you do not have a right to transmit under any law or under any contractual or fiduciary relationship.



- 3.10 You must not submit, upload, post, email, create, display, publish, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- 3.11 You must not transmit any worms or viruses or any code of a destructive nature.
- 3.12 You must not use or attempt to use any deep link, scraper, robot, bot, spider, data mining, computer code or any other automated or manual device, program, tool, algorithm, process or methodology having any similar processes or functionality to access, acquire, copy, or monitor any portion of SkillsPass, or any data or Content found on or accessed through SkillsPass without the express written consent of the Company.
- 3.13 You must not violate any measure employed to limit or prevent access to SkillsPass or its Content.
- 3.14 You must not violate the security of SkillsPass or attempt to gain unauthorized access to SkillsPass or any Content, or computer systems and networks through hacking, password mining or any other means.
- 3.15 You must not interfere or attempt to interfere with the proper working of SkillsPass or any activities conducted on or through SkillsPass.
- 3.16 You must not take or attempt any action that, in the sole discretion of the Company, imposes or may impose what the Company deems to be an unreasonable or disproportionately large burden on SkillsPass or the infrastructure of SkillsPass.
- 3.17 You must not, in the use of SkillsPass, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 3.18 By accessing SkillsPass, you agree that all matters relating to your use of Bluedrop 360 shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador, without giving effect to any principles of conflict of laws, and the federal laws of Canada applicable therein and that the courts sitting in the Province of Newfoundland and Labrador shall have exclusive jurisdiction to resolve all disputes arising from the use of SkillsPass or otherwise in connection with this Agreement.
- 3.19 Your personal information shall only be collected, used, and disclosed in accordance with the terms of this Agreement and the Privacy Policy associated with SkillsPass.
- 3.20 You shall be responsible for obtaining and maintaining all telephones, network access computer hardware and software, and other equipment needed for your access and use of SkillsPass and for any/all charges related thereto.
- 3.21 You understand and agree that neither WorkplaceNL nor the Company are responsible for the Content posted on SkillsPass and that neither WorkplaceNL nor the Company shall, under any circumstances, have any liability to you or any user arising out of or in any way in connection with the exposure of any user to Objectionable Content or any other Content. You acknowledge that you may be exposed to such materials and that you use SkillsPass at your own risk.



3.22 The Company will provide a means for you to report objectionable Content or behaviour that is in violation of this Agreement.

4.0 <u>General Conditions</u>

- 4.1 The Company and WorkplaceNL each reserve the right to modify or terminate operation of, or your access to, the CTR or SkillsPass or both for any reason, without notice at any time.
- 4.2 The Company and WorkplaceNL reserve the right to alter this Agreement at any time.

4.3 The Company and WorkplaceNL reserve the right to refuse access to the CTR or Bluedrop

360 to anyone for any reason at any time.

- 4.4 The Company may, but has no obligation to, remove Content and member accounts containing Content that either the Company or WorkplaceNL determines in its sole discretion is Objectionable Content or is otherwise in breach of this Agreement.
- 4.5 SkillsPass, its services, and Content are provided "as is" and without warranties of any kind either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement.
- 4.6 Neither the Company nor WorkplaceNL warrants that Bluedrop 360 or the CTR will be available and/or uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from your use of SkillsPass, or as to the accuracy, reliability, completeness, or content of any information, third party website, software, Content, or merchandise that may be provided through SkillsPass.
- 4.7 Neither the Company nor WorkplaceNL exercises editorial control over Content distributed and published through SkillsPass. Neither the Company nor WorkplaceNL pre-screens third-party Content. The views and opinions expressed in such information do not necessarily reflect those of the Company, WorkplaceNL, their employees, or their Content providers or licensors. Neither the Company, WorkplaceNL, nor their Content providers or licensors make any warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.
- 4.8 Neither the Company nor WorkplaceNL assumes responsibility for any Content or any material outside of SkillsPass which may be accessed through any hypertext or other computer links.
- 4.9 No statement, information or advice, including, but not limited to, statements regarding capacity, suitability for use or performance, whether made by a Company employee, a WorkplaceNL employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by the Company or WorkplaceNL for any purpose or give rise to any liability of the Company or WorkplaceNL whatsoever, and you agree that you will not rely on any such statement, information or advice.
- 4.10 The trademarks, logos, and service marks ("Marks") displayed on SkillsPass are the property of either the Company or WorkplaceNL. You are not permitted to use the Marks unless you have the prior written consent of the owner of the Marks.



4.11 The Company claims intellectual property rights over all SkillsPass documentation (such as help files, FAQs, on-screen text and help, demos, and other related materials), marketing materials, agreements, and other materials created and published by the Company for use by SkillsPass users.

5.0 <u>Copyright Terms and Conditions</u>

Regardless of the source of ownership, the following general terms and conditions apply:

- 5.1 You expressly acknowledge and agree that Content stored on or provided using SkillsPass is protected by copyrights, trademarks, trade secrets, patents or other proprietary rights, as applicable (called "Intellectual Property Rights"), and that these Intellectual Property Rights, registered or otherwise, are valid and protected in all forms, media and technologies existing now or developed later, and that all right, title and interest in and to this Content, including but not limited to all Intellectual Property Rights, belongs solely and exclusively to the owner of the Content. Copying, republishing, or reproduction of any Content is strictly prohibited without the consent of the owner.
- 5.2 The Company and WorkplaceNL will obey all relevant copyright laws. The Company will review claims of copyright infringement received and remove Content deemed by either the Company or WorkplaceNL, in its discretion, to have been posted or distributed in violation of any such laws.

6.0 <u>Technical Viewing Requirements</u>

- 6.1 Neither the Company nor WorkplaceNL guarantees that SkillsPass will function in every browser and/or platform. SkillsPass will provide information about the recommended and/or minimum browser type, browser settings, plug-ins, and/or platform characteristics required to view a course.
- 6.2 It is your responsibility to check your computer and software configuration to determine whether you will be able to view Content prior to enrolling.

7.0 <u>Terms of Support</u>

7.1 The SkillsPass support team will respond to questions regarding viewing issues and technical problems. The Company is however not responsible for supporting the accuracy of the Content itself, other than to remove Content in accordance with this Agreement.

8.0 <u>Termination of Accounts</u>

Termination of User Accounts

8.1 You may terminate your SkillsPass member account at any time and without cause. If you wish to modify or delete any personal information you submitted to SkillsPass, you by either modifying profile contacting may do SO your or us at support@skillspass.com. vour request. the Upon Company will use commercially reasonable efforts to terminate your member account within fifteen working days from the date of the receipt of your request.

User License Agreement



- 8.2 Either the Company or WorkplaceNL may, in its sole and absolute discretion, and with or without notice, suspend your access to all or any part of SkillsPass, or terminate this Agreement and your member account and thus your rights to use SkillsPass, for any conduct or use (whether by you or anyone else having access under your member account) that the Company or WorkplaceNL determines is a violation of this Agreement or for any other conduct or use that the Company or WorkplaceNL determines is harmful to other Bluedrop 360 users, Bluedrop 360's Content providers, or to Bluedrop 360 or the interests of the Company or WorkplaceNL.
- 8.3 The termination process will include the following actions:
 - Deactivation of your member account from SkillsPass;
 - Termination of your access to all Content;
 - Termination of all notifications to your email account or text messages;
 - Termination of your access to all Content that is protected by password restriction.
- 8.4 As part of the termination process, the Company and/or WorkplaceNL has the right to take the following actions at its discretion:
 - Deactivation of your membership and access to any/all SkillsPass Learning Networks;
 - Decertification for trainers and training providers;
 - Removal of contributions you have made to SkillsPass discussion forums, question/answer forums, comments, and ratings.
- 8.5 Upon termination of your member account, the training records and training certification records will be maintained by WorkplaceNL and the Company in accordance with WorkplaceNL's retention and destruction policy.

General Statement of Termination

- 8.6 It may be impossible to delete an account, course or training area without some residual information remaining in our system due to the presence of Company and/or WorkplaceNL maintained backups and records of deletions. These backups and records of deletion will only be accessed if there is a legitimate business reason for data restoration, audit and/or investigation. The Company and WorkplaceNL reserve the right not to delete information in order to comply with applicable local laws or regulations.
- 8.7 The retention schedule for all user data stored in SkillsPass will be established by WorkplaceNL and submitted to the Provincial Government Public Records Committee for approval.

9.0 Your Remedies

9.1 The Company's and WorkplaceNL's entire liability to you, and your sole and exclusive remedy, regarding the use of SkillsPass shall be the Company providing you with replacement of a Login Name(s) or Password(s) if a currently valid Login Name(s) or Password(s) fails to allow access to SkillsPass.



9.2 Your sole right with respect to any disagreement or dissatisfaction with (a) this Agreement, as modified from time to time; (b) access to, use of, or performance of SkillsPass, or (c) any SkillsPass Content, is to terminate your account as provided for in Section 8.1.

10.0 Limitation of Liability

10.1 UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT OF THE COMPANY, WorkplaceNL OR ANY THIRD PARTY, SHALL THE COMPANY OR WORKPLACENL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES THAT ARISE FROM LOSS OF ANTICIPATED REVENUE, LOSS OF INFORMATION OR MATERIAL OF ANY KIND, LOST PROFITS, LOSS OF BUSINESS AND INJURY TO PROPERTY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT ARISE WITH OR RESULTING FROM YOUR USE OF OR INABILITY TO USE BLUEDROP 360 INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, WEBSITES, SOFTWARE OR PRODUCTS OBTAINED ON THE WEBSITE, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATIONS FAILURE, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR LOSS OF OR UNAUTHORIZED ACCESS TO YOUR RECORDS, INFORMATION, MATERIALS, PROGRAMS OR WEBSITES, OR AS A RESULT OF ANY COLLECTION, USE, DISCLOSURE, OR RETENTION OF ANY INFORMATION IN SKILLSPASS.

Indemnification by You

10.2 You agree to defend, indemnify and hold harmless the Company and WorkplaceNL from any claims and expenses related to any violation of this Agreement by your use of SkillsPass, or in SkillsPass by your placement or transmission of any material on SkillsPass, except as expressly authorized in this Agreement.

11.0 <u>Miscellaneous</u>

- 11.1 You acknowledge that the Company and/or WorkplaceNL may be irreparably harmed by any breach of this Agreement by you or by your unauthorized use of SkillsPass or its Content and, further, that monetary damages may not be a sufficient remedy for such harm. You agree that the Company and/or WorkplaceNL shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by you or by your unauthorized use of SkillsPass or its Content.
- 11.2 In addition to being a part of the subscription form, this Agreement with any modifications, resides on-line at SkillsPass under the Terms of Use link so that you may reference it at any time.

User License Agreement



- 11.3 This Agreement, along with any other agreements which may be entered into between you and the Company or WorkplaceNL or both in connection with your use of SkillsPass and the CTR, is the entire agreement between the Company, WorkplaceNL, and you with respect to SkillsPass. Headings in this Agreement are for your convenience only and do not have any legal meaning or effect. If any part of this Agreement is invalid, the rest of this Agreement will remain in effect. If the Company and/or WorkplaceNL waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by your conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses.
- 11.4 The Company can be contacted at Bluedrop Learning Networks Inc., 18 Prescott Street, St. John's, Newfoundland and Labrador, AIC 3S4, Canada.



SkillsPass Privacy Policy

PLEASE READ THE FOLLOWING CAREFULLY

THIS DOCUMENT CONTAINS GENERAL INFORMATION ABOUT THE POLICY OF THIS WEBSITE IN ITS COLLECTION, PROTECTION, USE AND DISCLOSURE OF THE PERSONAL INFORMATION GATHERED ON THIS SITE. IF YOU ARE UNDER 19 YEARS OF AGE, READ THIS PRIVACY POLICY WITH YOUR PARENTS OR GUARDIAN AN ASK THEM QUESTIONS ABOUT WHAT YOU DON'T UNDERSTAND.

Who We Are

SkillsPass (the "Site") is an online social learning network comprised of an on-demand learning management system, a network of Learning Networks, a course library, and a set of related tools that allow organizations to host courses, manage training programs, and record learning records. The Site is owned and operated by Bluedrop Learning Networks Inc. (the "Company").

General Policy Statement

The Company recognizes the importance of explaining our privacy policy to users of our Site and protecting the privacy of personally identifiable information we collect through this site. Please note that this Privacy Policy may be revised from time to time, particularly to address changes in our business, our Site services, the law, or technology. If that happens, we will post the revised policy on our <u>Privacy Policy page</u>. Revisions are effective upon posting and your continued use of this Site will be subject to the revised terms. You will be prompted to accept the revised Privacy Policy on your next sign-in. Each time you visit the Site or provide information, by doing so you are accepting the terms of this Privacy Policy and any revisions in effect at that time. You agree that by using the Site you are expressly and affirmatively consenting to our collection, use and disclosure of the information that you provide and consenting to receive emails or text messages, as described below in this privacy policy. The Site does not collect personally identifiable information about a user, unless it is voluntarily provided to our Company and so that we can serve the user's needs and our legitimate business purposes as stated here.

What Personal Information Does SkillsPass Collect From You?

In order to operate the Site and provide products and services and supply learning records, the Company requires users to maintain a member account with a Login name and password and collects information in accordance with the Agreement.

The Company may use a third party service to collect non-identifiable visitor information like IP addresses, browser types (such as Internet Explorer, Firefox, or Chrome), referring pages, pages visited and time spent on a particular site. The Company collects and uses this information solely for the following purposes: (1) for statistical analysis of web page traffic patterns; (2) to administer our Site and servers; (3) to allow for auditing of our services by some third parties who have that right; and (4) for internal purposes to make marketing decisions. This information shall not be used for any other purpose and shall not be disclosed to any other party other than WorkplaceNL.



How We Use And Disclose Information We Collect

The Company shall only use the information we collect in accordance with the Agreement and to fulfill our obligation to supply and support SkillsPass for the purposes of the CTR.

The Company shall only use email and text messages to communicate information related to the CTR including notification of expired certificates, course/ workshop registration, course/workshop reminders, course/workshop results and general CTR information.

Trainees will only be sent communications directly related to their training unless he/she specifically consents to receipt of other communication.

The Company's policy is not to disclose personally identifiable information collected through this Site with third parties, except as outlined herein. However, the Company may disclose personally identifiable information (a) in response to a subpoena, court order or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in SkillsPass with a sale, joint venture or other transfer of some or all of the Company or the assets of the Company; or (d) in order to comply with and enforce this Agreement. We will not otherwise share, disclose or sell the personally identifiable information of users, except with the prior consent of the user or as required by law. SkillsPass will not be responsible or otherwise liable for any disclosure of your contact information to a third party to whom SkillsPass is allowed to disclose your contact information under this privacy policy.

How to Contact Us Regarding Privacy

If you have any questions or concerns about this privacy policy or would like to contact us regarding the information you have submitted to us, you can contact us at the following addresses: By email: <u>support@skillspass.com</u>.

If, to the extent required by law or otherwise, we notify you that the security of the information you submit has been compromised, then you agree that we may give you such notice by email instead of by regular mail.