Skillsoft End User Agreement

By redeeming for this Skillsoft product, you agree as the End User to the below terms and conditions (the "Agreement" or "Terms"):

- End User's right to use the Skillsoft product(s) (the "Skillsoft Product(s)") is subject to the terms and conditions set forth herein, as may be amended or modified at any time.
- The Skillsoft Product(s) being provided for individualized personal use only and upon conclusion of the applicable license term End User shall cease all use of the Skillsoft Product(s).
- You shall take all reasonable security precautions to ensure that only you have access to the Skillsoft Product(s).
- Your license is non-transferrable and your license to use may be suspended or terminated if you have violated the terms of this Agreement.
- All Skillsoft Product(s) are the property of Skillsoft (US) LLC and/or its third-party publishers and/or licensors and are protected by copyright and other laws relating to proprietary rights.
- You shall not (a) reproduce, distribute, sell, sublicense, or otherwise make available the Skillsoft Product(s), or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Skillsoft Product(s), or any part thereof; (c) modify, translate, adapt, alter, or create derivative works (as defined under the United States copyright laws) based upon the Skillsoft Product(s) or any part thereof; (d) remove any proprietary notices, labels, or trademarks, or service marks on any Skillsoft Product(s); (e) merge the Skillsoft Product(s), or any component thereof, with another program; (f) use the Skillsoft Product(s), or any component thereof, for any purposes other than those explicitly stated in this Agreement; or (g) have any right to any source code for the Skillsoft Product(s). End User further agrees that End User is solely responsible for the content of all visual, written, or audible communications made by End User or its Authorized Audience using the Skillsoft Product(s). In addition, End User shall keep the Skillsoft Product(s) free and clear of all claims, security interests, liens, and encumbrances.
- This Agreement may not be assigned by End User without the prior written consent of BI Worldwide and Skillsoft. Any purported transfer or assignment in violation of the foregoing shall be null and void and of no force and effect.
- Upon expiration or termination of your license time frame, you will delete any copies of the Skillsoft Product(s) or Skillsoft intellectual property from its computer(s) or server(s) and destroy (and certify as destroyed) or return to Skillsoft all such copies. End User data may be deleted thirty (30) days after expiration or termination of the license term.
- You, at your expense, shall indemnify, defend, and hold Skillsoft and BI Worldwide harmless from and against all claims, damages, or other liabilities asserted by or payable to a third party arising out of or in connection with any property, information, software, documentation, or materials provided to Skillsoft or BI Worldwide by you or that Skillsoft hosts on any Skillsoft Product(s) as requested by you. For the avoidance of doubt, neither Skillsoft nor BI Worldwide assumes any liability whatsoever for any claims arising from any property, information, software, documentation, or materials provided to Skillsoft or BI Worldwide by you.
- Each party will comply with all applicable laws and regulations in performing its obligations hereunder, including, without limitation, all U.S. and/or EU export regulations.
- BI Worldwide or Skillsoft, in either party's sole discretion, reserves the right to terminate or suspend your access to the Skillsoft Product(s) should we determine you have violated the terms stated above.