

Atlassian

Candidate Agreement

We're excited that you want to earn recognition for your knowledge of Atlassian's products and services! This Candidate Agreement ("Agreement") governs your participation in Atlassian's credentials and testing program ("Program") and forms a binding agreement between you ("you") and Atlassian Pty Ltd (ABN 53 102 443 916) ("we" or "Atlassian").

By clicking on "I agree" (or a similar button) or by registering for any Test, you agree to be bound by this Agreement.

1. **Introduction.** As a Program candidate, you may be eligible to receive digital badges or other credentials that recognize your knowledge of Atlassian's products and services ("Credentials"). To receive a Credential, you must pass tests, quizzes, and/or exams measuring your knowledge of Atlassian products and services ("Tests") and/or complete other Program requirements, as reflected in our policies at www.atlassian.com/certification and related pages ("Program Policies"). The Program Policies include more information about Credentials, Program requirements, Tests, passing scores, eligibility, our Candidate Code of Conduct and other important details, so you should read them carefully. You agree to comply with the Program Policies, which form part of this Agreement.

2. **Signing Up; Fees.** You must provide complete, accurate and up-to-date profile information to Atlassian in order to participate in the Program. To take a Test, you or an [Atlassian Expert](#) (or another partner of Atlassian) must pay all applicable fees as described in the Program Policies. All amounts paid are non-refundable, non-cancelable, and non-creditable. Atlassian uses your profile information as described in Section 8 (Your Information). Atlassian may use third party service providers (e.g. test center networks or technology partners) ("Third Party Providers") to assist with registering candidates, issuing Credentials, processing payments, and managing the Program, so you may also need to provide information to the Third Party Providers or create accounts on their websites. **Important:** All candidates must be at least 18 years of age. If you are younger, you may not participate in the Program and this Agreement is void.

3. **Use of Credentials and Atlassian Logos.** If you complete the relevant Program requirements and have complied with the terms of this Agreement (including the Program Policies), *congratulations!* We will award you the corresponding Credential, which you may use during the term of this Agreement in accordance with the Program Policies to promote your level of knowledge about the Atlassian products and services on which you were tested. As specified in the Program Policies, your Credential may include, or be provided with, Atlassian's designated names, marks or logos ("Atlassian Logos"). In that case, you may use the Atlassian Logos solely as part of your permitted use of the Credential. Use of Credentials and Atlassian Logos is subject to the Program Policies, our [Trademark Guidelines](#) and this Agreement, including the termination procedures below, and your rights may not be shared, assigned, transferred or sublicensed. You will promptly cease any problematic use of the Credentials or Atlassian Logos identified by Atlassian.

4. **Continuing Education; Changes.** As described in the Program Policies, Credentials may expire or Atlassian may require continuing education or other requirements for you to renew or maintain your Credential. Also, from time to time, Atlassian may modify the Program and the Program Policies without notice or liability to you. This may include, among other things, adding new Tests; changing Test topics, durations or passing scores; modifying other Program requirements; adding or removing test centers; modifying fees; changing Credentials or Credential names; discontinuing Credentials. If we change or discontinue a Credential that you have already received, you will promptly modify your usage according to our instructions.

5. **Your Conduct.** To ensure a fair Test process and the integrity of our Credentials, you agree:

- To comply with Atlassian's Candidate Code of Conduct, our other Program Policies and all safety, security and other policies of the Third Party Providers.

- Not to disclose any Test questions or answers (or other non-public Atlassian materials) to anyone else.
- Not to cheat on any Tests; take a Test for anyone else or permit anyone to take a Test for you; or use, receive or provide anyone else with unauthorized assistance or materials for a Test.
- Not to copy, reproduce, modify or repurpose any Test; seek unauthorized access to a Test; or try to photograph or otherwise remove any Test from Atlassian's designated test centers or systems.
- Not to misrepresent your completion of Program requirements, knowledge of Atlassian products, Test scores or Credentials; use or display your Credential except as permitted under this Agreement and the Program Policies; or imply that you have any other relationship or affiliation with Atlassian except for your valid Credential designation.
- Not to engage in any other fraud or misconduct or do anything else that negatively affects Atlassian or the reputation of Atlassian, the Program or the Credentials.

6. **Termination and Revocation.** You may terminate this Agreement at any time by ceasing participation in the Program and your use of all Credentials and Atlassian Logos. If Atlassian suspects, in its sole discretion, that you have violated this Agreement or committed any fraud or misconduct, or that your Test answers do not accurately reflect your knowledge, Atlassian may terminate this Agreement, suspend your participation in the Program, revoke your Credentials (or any related test scores, certifications or designations), require you to retake a Test, or take other disciplinary action in relation to your Program participation as Atlassian deems appropriate in its discretion. Atlassian may also, at any time and in its sole discretion and without liability to you, terminate this Agreement, revoke your Credentials or cease offering the Program or Tests entirely. Upon any termination: (a) you must immediately stop using Credentials and Atlassian Logos and (b) all provisions of this Agreement will survive, other than your rights to use Credentials and Atlassian Logos.

7. **Atlassian Confidential Information.** “**Confidential Information**” means all Tests (including questions, answers and related materials) and any other information disclosed by Atlassian that is marked as confidential or proprietary or that you should reasonably understand to be confidential or proprietary. During and after the term of this Agreement, you will (a) maintain the Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not disclose it to any third party and (b) use the Confidential Information only to participate in the Program and in accordance with Atlassian instructions. If you are compelled by law to disclose Confidential Information, you must provide Atlassian with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if Atlassian wishes to contest the disclosure. In the event of actual or threatened breach of this Section 7, Atlassian shall have the right, in addition to any other remedies available to it, to seek injunctive relief to protect the Confidential Information, it being specifically acknowledged by the parties that other available remedies may be inadequate. You will promptly return or destroy all Confidential Information upon termination of this Agreement or Atlassian’s request.

8. **Your Information.** Atlassian uses your registration information in accordance with our [Privacy Policy](#) (with the Program considered an “Atlassian Service” under the Privacy Policy). If your Test session is recorded (e.g. via webcam or onsite), we may also use the recordings and images according to our Privacy Policy. Information you provide Third Party Providers may be subject to, or under the protection of, the Third Party Providers’ privacy and security policies. We encourage you to read and evaluate the Third Party Providers’ privacy and security policies, which may be different than Atlassian’s.

If you are an employee of an [Atlassian Expert](#) or another partner of Atlassian whose partner status is contingent on meeting Atlassian certification requirements, you agree to provide to Atlassian (and keep up-to-date) your employer’s name and your work email address. In this case, we may disclose to your employer (i) a list of your Credentials, their status, when they were earned and when they will expire; and (ii) information about any suspected or confirmed fraud, cheating or misconduct on your part (including information about Test results and

revocation of Credentials).

9. **Ownership.** Atlassian owns all right, title and interest (including all intellectual property rights) in and to the Tests, Credentials, Atlassian Logos and all Atlassian products and services, including as may be modified from time to time. All goodwill arising from use of Atlassian Logos will inure to Atlassian.

10. **Disclaimers.** ATLASSIAN MAKES NO GUARANTEES THAT YOU WILL BE AWARDED ANY CREDENTIALS OR THAT ANY AWARDED CREDENTIALS MAY BE MAINTAINED OR RENEWED. ALL ATLASSIAN DECISIONS REGARDING THE PROGRAM ARE FINAL AND ARE MADE IN ATLASSIAN'S SOLE DISCRETION, AND ATLASSIAN WILL HAVE NO LIABILITY TO YOU RESULTING FROM SUCH DECISIONS. TO THE FULL EXTENT PERMITTED BY LAW, THE PROGRAM, TESTS, CREDENTIALS AND ATLASSIAN LOGOS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ATLASSIAN DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

11. **Limitations of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL ATLASSIAN BE LIABLE (A) FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR LOST DATA), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR (B) IN ANY EVENT, FOR ANY DAMAGES OR LIABILITIES EXCEEDING THE FEES ACTUALLY PAID TO ATLASSIAN (BY YOU, YOUR EMPLOYER, OR AN AUTHORIZED ATLASSIAN RESELLER) FOR YOUR PARTICIPATION IN THE PROGRAM DURING THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ATLASSIAN WILL HAVE NO LIABILITY FOR ANY ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDER OR ANY OF THEIR AFFILIATED TEST CENTERS.

You acknowledge and agree that this Section 11 reflects a reasonable allocation of risk and that Atlassian would not enter into this Agreement without these liability limitations. This Section 11 will survive notwithstanding any limited remedy's failure of essential purpose.

12. **Changes to Agreement.** Atlassian may modify this Agreement from time to time, effective on posting at www.atlassian.com/certification. You may be required to click through the modified Agreement to show your acceptance and in any event your continued participation in the Program (including your use of Credentials or Atlassian Logos) after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Agreement, your sole remedy is to terminate this Agreement as described in Section 6 (Termination and Revocation).

13. **Indemnification.** You agree to indemnify, defend and hold harmless Atlassian, its affiliates, and its and their respective officers, directors, employees, agents, and representatives from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to your breach (or alleged breach) of this Agreement, any personal injury or property damage caused by you, your use of the Credentials or any third party's reliance on the Credentials, or your other acts or omissions in relation to the Program.

14. **General.** This Agreement is the parties' entire agreement and supersedes any prior or contemporaneous agreements relating to its subject matter. No part of this Agreement will be superseded or governed by any agreement between Atlassian and you relating to the use of Atlassian's products or services. Except as set forth in Section 12 (Changes to Agreement), all amendments or modifications must be in writing and signed by both parties. The words "including" and similar terms are to be construed without limitation. Failure to enforce any provision is not a waiver and all waivers must be in writing. If any provision is found to be unenforceable it (and related provisions) will be interpreted to best accomplish its intended purpose. You may not assign, transfer or delegate any right or obligations under this Agreement and any non-permitted assignment is void. Atlassian may assign this Agreement and its rights and obligations to any of its affiliates or in connection with a merger,

reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities to which this Agreement relates. Notices must be in writing and will be deemed given when delivered. Atlassian may provide notice to the email or physical address you provided during registration. Your notices to Atlassian must be given by post to Atlassian Pty Ltd, c/o Atlassian, Inc., 1098 Harrison Street, San Francisco, CA, USA 94103, Attn: Legal. The parties are independent contractors and this Agreement does not create any agency, partnership, or joint venture. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding conflicts of law rules and principles. Each party submits to the personal and exclusive jurisdiction of the federal or state courts for San Francisco County, California. Atlassian will not be liable for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events that are beyond its reasonable control.