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# Oracle Hospitality E-Learning Service Access Policies

**Effective Date: September 10, 2015**

Oracle's Hospitality E-Learning Service (the "service") provides you with an internet based learning platform where you may access Oracle's Learning Management System solely for your internal training purposes. These Oracle Hospitality E-Learning Service Access Policies are subject to change at Oracle's discretion; however, changes to these policies will not materially degrade the performance, availability or security of the service during the period for which you have ordered the services. Subject to your payment obligations, you may access and use the service only for your internal training purposes. You may permit your end users ("users") to use the service for this purpose and are responsible for ensuring each user's compliance with the terms and conditions set forth in these policies and your order. The terms of these policies, including any subject matter addressed in these policies, will replace any inconsistent term, similar subject matter or scope of service delivery in the agreement under which you ordered these services (the "agreement") your order with Oracle for the service (your "order") or any documents incorporated into your order.

## 1. Passwords and Security

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You are responsible for maintaining the confidentiality of the login credentials you or your users are given to access the services, and you are fully responsible for all activities that occur using the login credentials and for all activities that occur as a result of access to the service by you or your users. You agree to notify Oracle immediately of any unauthorized use of the service or your login credentials at [eLearning\\_ww@oracle.com](mailto:eLearning_ww@oracle.com). You and your end users must log out of your account immediately each time after use of the service. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the service. Oracle may temporarily suspend your password, account, and access to or use of the service if you or your users violate any provision within the agreement, your order or these policies, or if in Oracle's reasonable judgment, the service or any component thereof are about to suffer a significant threat to security or functionality.

## 2. Data Privacy and Security

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Notwithstanding any other provisions regarding data privacy, data protection, or data security in the agreement, your order or any service description, the following provision is the sole provision that sets forth Oracle's data privacy, data protection, and data security obligations for the service. In performing the service, Oracle will treat the data to which Oracle is provided access that resides on Oracle, customer or third party systems in accordance with the Oracle Services Privacy Policy, which is available at <https://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the policy during the period for which fees for services have been paid. You and Oracle acknowledge and agree that the performance of services does not require or involve the processing of personal data, and the Data Processing Agreement for Oracle Cloud Services does not apply to the service.

Oracle utilizes a third party, Verio, to host the service. Verio's use of and access to any data that you upload to the service is not subject to the terms of the agreement, your order, these policies or the Oracle Services Privacy Policy, and Oracle is not responsible for such access and use by Verio or any third party. You are solely responsible for complying with your legal obligations when uploading any data to the service. You should not upload sensitive or confidential data to the service.

You authorize Oracle and its subcontractors to process any data you upload to the service according to the terms of these policies, and to accomplish any and all of the functions of the agreement and your order. . As the controller of the data, you are warranting that you have provided your users with all appropriate notices and have obtained all appropriate consents to transfer the data to Oracle and allow its processing according to the terms of these policies and your order.

### **3. Third Party Content**

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If Oracle permits users or third party end users to post information or other material on the service, you agree that Oracle is not responsible for such third party content, including without limitation opinions, advice, statements and advertisements, and you understand that you bear all costs, risks and expenses associated with the use of such content.

### **4. On-Line Conduct**

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You agree not to use or permit use of the service, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement or intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this section.

### **5. NO WARRANTY**

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ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICE WILL OPERATE IN COMBINATION WITH YOUR DATA OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICE WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICE INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.