

## ORACLE UNIVERSITY ONLINE TERMS AND CONDITIONS

Version October 6th, 2022

**Definitions:** "You" and "your" refers to the individual or entity that has ordered from Oracle Danmark ApS, Tuborg Havnevej 15, 2900 Hellerup, Denmark, CVR-no 71298515 ("Oracle") or an authorized distributor of the Oracle products and/or services specified in your order. The term "products" refers to the software programs, courseware, toolkits and other products owned or distributed by Oracle which you have ordered, including program documentation. The term "services" or "cloud services", as applicable, refers to the education services which you have ordered. A "named user" is an individual authorized by you to use the products which are installed on a single server or delivered to you via an on-line environment, regardless of whether the individual is actively using the product at any given time, and is not transferable. A "concurrent user" is each individual authorized by you to concurrently use the products which are installed on a single server or delivered to you via an on-line environment. An "employee" is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the Oracle program to which the applicable products relate. The quantity of the licenses required is determined by the number of employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

**Applicability:** These terms and policies (the "agreement") are subject to change, and those existing as of the date of your order and accepted by you are valid for and govern your order. The agreement you provide will be validated against existing contracts with Oracle. If valid, that agreement shall take precedence over this agreement to the extent there are any inconsistencies.

**\*Learning Credits:** Learning Credits may be used to acquire education products and services offered in the Oracle University online catalogue posted at [education.oracle.com](http://education.oracle.com). Learning Credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you acquire the relevant product or service. The list price will be reduced by applying the Learning Credits discount specified in your Learning Credits purchase. Notwithstanding anything to the contrary in the previous three sentences, Learning Credits may also be used to pay taxes, materials and/or expenses related to your order; however, the Learning Credit discount will not be applied to such taxes, materials and/or expenses. Learning Credits are valid for a period of 12 months\* from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may use Learning Credits worldwide (subject to applicable export laws), you may not use them as a payment method for additional Learning Credits, and you may not use different Learning Credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning Credits are non-transferable and non-

assignable. You may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services. If you apply your Learning Credits for an order in a country other than the country of the Learning Credits purchase, your order may be subject to additional value-added or other similar taxes.

\*Learning Credits purchased using a valid Oracle agreement co-terminate with the expiration date on the agreement used for purchase or after the term of 12 months, whichever is sooner. This may impact the term of your Learning Credits.

Learning Credit accounts will be suspended if payment is not received per the invoice terms of payment.

**Fees, Taxes and Invoices:** All fees payable to Oracle are due within 30 days from the invoice date, or as otherwise stated in your order. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the products and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in your order, located on our web site at <http://www.oracle.com/education/> or quoted via the phone, are exclusive of taxes and expenses.

You will be charged using the current pricing in effect at the time of your confirmed order placement. Pricing is only guaranteed if you have a written quote from Oracle. For orders placed against a quote from Oracle, you must accept the quote and provide a valid commitment to pay within the quote validity period.

You will be charged or invoiced when Oracle products are distributed electronically or otherwise made available to you for download as noted herein. Once you place an order, the payment obligation is non-cancelable and the sum paid is nonrefundable (except as otherwise specified herein).

**Rights Granted:** Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty-free, perpetual (unless otherwise specified) limited right to use the products you ordered solely for your internal business operations, and subject to the terms of this agreement, including the definitions and rules set forth in your order and any applicable program documentation. Any materials that Oracle provides to you may be used solely by the students to whom the materials were assigned.

Upon payment for services, you have the non-exclusive, non-assignable, royalty-free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under your order; however, certain deliverables may be subject to additional license terms provided in the order.

**Ownership and Restrictions:** Oracle retains all ownership and intellectual property rights to the products and anything developed by Oracle and delivered to you under your order resulting from the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- \* remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- \* make the products or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- \* cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the products (the foregoing prohibition includes but is not limited to review of data structures of similar materials produced by the products);
- \* disclose results of any program benchmark tests without Oracle's prior written consent; or
- \* disclose any product information or any materials that Oracle provides to you for a period of three years from the date of disclosure.

**Warranty: THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Nondisclosure:** By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing in your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's confidential information to any third party other than those set forth in the following sentence for a period of three years from the date of disclosing party's disclosure of the confidential information to the receiving party. We may disclose confidential information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this

agreement. Nothing shall prevent either party from disclosing the terms or pricing in this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a governmental entity as required by law.

**Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE ORDER GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEE YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERING GIVING RISE TO THE LIABILITY.**

**Termination:** If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle terminates this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for products ordered and/or services received under this agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those products or services ordered.

If you have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and you are in default under that contract, you may not use the products and/or services that are subject to such contract.

Provisions that survive termination or expiration are those relating to limitation of liability, payment, and other which by their nature are intended to survive.

**Export:** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the products. You agree that such export control laws govern your use of the products (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed reexport" regulations). You agree that no data, information, product and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the products (including any integrated software and operating system(s)): 'These

commodities, technology, software, or hardware were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable exports laws is prohibited.”

**Segmentation:** The purchase of any products or services are all separate offers and separate from any other offer for any other products or services you receive or have received from Oracle. You understand that you may purchase any products or services independently of any other products or services. Your obligation to pay for (a) any products is not contingent on performance of any other services or delivery of any other products or (b) other services is not contingent on delivery of any products or performance of any other services. You acknowledge that you have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

**Relationship Between Parties:** Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor’s products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

**Force Majeure:** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

**Privacy:** You agree that Oracle may collect and process your personal information in connection with your registration for, and Oracle’s provision of, certain products and services. You also agree that Oracle may collect and process the personal information you have entered into the command prompt when using the services, for security and fraud prevention purposes. With respect to such personal information, Oracle will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/html/privacy.html>. The Oracle Privacy Policy is subject to change at Oracle’s discretion; however, Oracle changes to the Oracle Privacy Policy will not materially reduce the level of protection provided to such personal information under this agreement. If you are registering for certain Oracle products and services on behalf of your users, You agree to provide all relevant notices to and obtain any consents from those users required to share the information with Oracle and such notices and consents must sufficiently inform your users of the aforementioned purposes for which personal information is collected.

Further, Oracle may provide information to your employer (as identified by you and/or as

evidenced by your use of your employer's email domain), regarding your Oracle University class registration and attendance history, your Oracle Certification Program exam performance and/or Oracle Certification Designation status (including information regarding any revocation by Oracle of your Certification Designation), and your Learning Subscription history.

Oracle may make an education specific community available for its users. In connection with your use of the services, Oracle will provision your entitlement to this community on your behalf. Oracle communities are governed by the Oracle Terms of Use and Privacy Policy.

You agree that Oracle may engage Oracle affiliates and third party subcontractors to assist in delivering the products and services.

**Other:** You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the products and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such products and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the products and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

You may not assign this agreement or give or transfer the products and/or any services or an interest in them to another individual or entity. If you grant a security interest in the products and/or any services deliverables, the secured party has no right to use or transfer the products and/or any services deliverables, and if you decide to finance your acquisition of the products and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.

Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

Oracle may audit your use of the products and services (e.g., through the use of software tools) to assess whether your use of the products and services is in accordance with this agreement and your order. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the products or services in excess of your license rights. If you do not pay, Oracle

can end your use of the products and services and/or this agreement and your order. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

This agreement is governed by the substantive and procedural laws of Denmark and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the Copenhagen City Court (Københavns Byret) in any dispute arising out of or relating to this agreement.

Student Kit Materials are only provided on a “read-only” (non-downloadable) basis to the extent they are offered as part of a Cloud Learning Subscription. Reproduction or distribution to a third party of Student Kit Materials is strictly prohibited.

Oracle University Student Kit Materials are not available or authorized for purchase from any third party.

### **ADDITIONAL TERMS APPLICABLE TO OTHER ORACLE UNIVERSITY PRODUCTS AND SERVICES:**

**Cloud Learning Subscription (CLS):** includes one or more of the following items as listed in the applicable order and defined in more detail below.

During the term of your CLS subscription, you will receive the following notifications from Oracle University:

**New Content Notification --** Updates on newly-available content, including a listing of all new videos posted to the CLS service. This will be a single email to all CLS users on a monthly basis.

**Live Events Notification –** A bi-weekly email to all OLS users with a schedule of live online classes launched for the CLS service. Certain live online content may be included in your subscription (depending on the subscription purchased).

**Skills/Points Notification --** A monthly, personalized email to each CLS user showing his or her skills achieved and points obtained to date.

**System Notifications --** To communicate any downtime and/or system outages on a proactive basis.

**Cloud Learning Subscription:** is defined as a collection of web based learning materials, including video content and services focused on cloud implementation for cloud users and/or end users, may be purchased in an unlimited format. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. Unlimited Cloud Learning Subscriptions are available at <http://education.oracle.com/cloud>. Unlimited Cloud Learning Subscriptions are made available on a hosted named user basis, for a one year Services Period. Unauthorized individuals may not view Unlimited Cloud Learning Subscriptions content at any time. You are responsible for meeting the minimum system requirements to order the Unlimited Cloud Learning Subscriptions offerings. Unlimited Cloud Learning Subscriptions orders are non-cancelable and non-

refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement.

**Event Learning Subscription (ELS):** is defined as a collection of web based learning materials, including video content and services focused on Oracle product implementation and use for users and is strictly available for purchase by Oracle authorized digital distribution partners. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. ELS is available at [education.oracle.com](http://education.oracle.com) ELS is made available on a hosted named user basis, for a 90 day Services Period. Unauthorized individuals may not view ELS content at any time. You are responsible for meeting the minimum system requirements to order the ELS offerings. ELS orders are non-cancelable and non-refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors.

**Student Learning Subscription (SLS)** is a collection of web based learning materials, including video content and services focused on Oracle's Workforce Development Program (WDP) community and includes content via Training on Demand (TOD) titles. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. Student Learning Subscription is available at <http://education.oracle.com/wdp>. Student Learning Subscription is only available for sale to WDP partners with active agreements for distribution to WDP students. Student Learning Subscription is made available on a hosted named user basis for a six month Services Period; therefore, unauthorized individuals may not view Student Learning Subscription content at any time. You are responsible for meeting the minimum system requirements to order the Student Learning Subscription offerings. Student Learning Subscription orders are non-cancelable and non-refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement.

**Exam Learning Subscription (EXLS):** is defined as a collection of web based learning materials. EXLS includes a list of Oracle Certification Exams titles from which the user can select to register for an Oracle Certification Exam.

**Additional Learning Subscription Ordering Terms.** The following terms and conditions apply to any orders for Oracle University Learning Subscriptions:

EDU Data Center Region. Except as otherwise stated in your order, the data center region for your Services is North America.

Suspension of Service. Oracle may suspend your or your users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data or applications in the Services; (b) you or your users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the OU Hosting Access Policy. When reasonably practicable and lawfully permitted, Oracle will provide you with advance notice of any such suspension. Oracle will use reasonable efforts to



re-establish the Services promptly after Oracle determines that the issue causing the suspicion has been resolved. Any suspension under this section shall not excuse you from your obligation to make payments under this agreement.

**Services Period.** The Services Period for the Services commences on the date stated in your order. If no date is specified, then the Services start date for each Service will be the date that you are issued access that enables you to activate your Services.

**Service Specifications.** Learning Subscriptions are made available to you for use during the Services Period and are subject to the terms of your order, this agreement, the applicable Service Descriptions listed <http://www.oracle.com/contracts>.

All Learning Subscriptions are subject to the following Reasonable Use and Security terms:

**Reasonable Use:** Lab access is available for six (6) consecutive days (from Monday – Saturday). A single named user may only access one (1) lab environment at a given time. Oracle reserves the right to restrict your access in the event that your concurrent use exceeds reasonable limits and degrades the service offering. You may access your subscription by contacting your Oracle University Sales Representative.

You acknowledge that Oracle’s ability to provide your subscription access depends upon your fulfillment of the following obligations:

Provide voice-over-IP (VOIP) capability, if required.

Maintain the properly configured hardware/operating system platform to support the services.

Obtain licenses under separate contract for any necessary Oracle programs before the commencement of services

Maintain annual technical support for the Oracle programs under separate contract throughout the term of the services.

Identify all named users at the time that the subscription is activated, as applicable.

**Security:**

Subscriptions are exclusively for specific named users and employees employed by you; and others may not view such content.

A subscription offering must be viewed from the country from which it was activated.

Unauthorized recording, copying, or transmission of such content is strictly prohibited.

Oracle may update, remove or modify certain CLS materials from time to time at its discretion.

**ADDITIONAL TERMS APPLICABLE TO THE ORACLE CERTIFICATION PROGRAM (OCP):**

**Oracle Certification Practice Exams:** Oracle has made a limited number of practice exams available to help candidates prepare for the associated exams. After purchasing a practice exam, you will receive an activation key code via email that will provide instructions for setting up your account and using the activation key code, as well as support information. Upon purchase, candidates receive 30-day or 6-month access to one of the available practice exams on a named user basis (depending upon which access period is purchased). Such named user licenses are not transferable. These practice exams are for practice only and DO NOT result in any certification.

You will be required to agree to the Oracle Certification Candidate Agreement at the time you take your exam, which is available at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**Oracle Exam Attempt:** An exam is associated and redeemable through a MyLearn account with the purchase of an Oracle Exam Learning Subscription. Oracle Exam Attempts are applied when registering to take an exam. Each time you take an exam, an Exam Attempt is deducted from your account. Oracle Exam Attempts validity are handled as subscriptions and any usage, such as registration, cancelation and rescheduling, needs to be within the Exam Attempt subscription date.

Oracle and Oracle authorized resellers may sell Exam Subscriptions. Oracle does not guarantee the authenticity of subscriptions that are obtained from any individuals or entities other than Oracle or Oracle authorized resellers. Individuals who acquire and use counterfeit subscriptions and/or certification subscriptions obtained from an unauthorized source may be subject to program sanctions at the discretion of Oracle, including a lifetime ban on taking all future exams and the nullification of all previous exam results and certifications. Oracle will not compensate candidates for counterfeit subscriptions or subscriptions obtained from an unauthorized source.

**Oracle Certified Master (OCM) Exam:** The OCM exam is a rigorous exam intended for experienced and qualified candidates only. Candidates agree to thoroughly review the exam qualifications and requirements posted on the Certification website before attempting to complete an OCM level exam.

All skillsets/modules have time limitations that require participants to employ best practices in order to successfully complete assigned tasks. Each skillset/module explicitly describes the required end state that participants must achieve.

Candidates may not use personal documentation or notes during the OCM exam, nor may candidates collaborate or talk with other individuals during the OCM exam. Cell phones, pagers, PDAs, and similar electronics, paper, note books, text books, printed material will not be allowed in the OCM classroom or the location used for the remote proctored environment. Candidates must agree to the same guidelines that apply to all Oracle Certification candidates. These guidelines may be found in the Oracle Certification Program Candidate Agreement. Divulging OCM exam content is a violation of Oracle's Fraudulent Activity Policy and may result in the revocation of an individual's OCP and OCM credentials.

**Oracle Hands-On Performance Exam:** The exam is a combination of hands-on challenges and multiple-choice questions that tests a candidates skills on a real product environment.

**Remote Proctoring Environment:** The exam may be taken from the candidate's home or office or any secure location that meets the specified conditions.

All skillsets/modules have time limitations that require participants to employ best practices in order to successfully complete assigned tasks. Each skillset/module explicitly describes the required end state that participants must achieve.

Candidates may not use personal documentation or notes during the OCM exam, nor may candidates collaborate or talk with other individuals during the OCM exam. Cell phones, pagers, PDAs, and similar electronics, paper, note books, text books, printed material will not be allowed in the OCM classroom or the location used for the remote proctored environment. Candidates must agree to the same guidelines that apply to all Oracle Certification candidates. These guidelines can be found in the Oracle Certification Program Candidate Agreement. Divulging OCM exam content is a violation of Oracle's Fraudulent Activity Policy and may result in the revocation of an individual's OCP and OCM credentials.

**Oracle Testing Center:** The exam may be conducted at a dedicated Oracle Testing Center exam in a specified physical location and administered to ensure fairness and security. An Oracle proctor facilitates the event by delivering skillsets and adhering to specific skillset time frames.

**Retake Policy:**

Candidates may schedule a retake of a failed exam, for an appointment date 3 days from the failed exam appointment date.

Candidates may retake an online non-proctored exam at any time.

Candidates may not retake a passed exam at any time.

Candidates may only take a failed exam 4 times in a 12-month period. Each attempt requires an exam attempt purchased as a Certification exam Learning Subscription. Exams that are part of a special promotion will be governed by the terms of that promotion.

The retake policy was put in place to protect the integrity of the Oracle Certification Program exam content and allow the candidate additional time to prepare for a failed exam. Please note that violation of the retake policy in any way, including but not limited to, registering for and retaking an exam under a new Oracle Testing ID within the 3-day waiting period, is against policy and will be treated as a violation of the Exam Retake Policy.

If a candidate creates a new ID in order to bypass the retake policy, the results of the retaken exam will be invalidated. No refunds or credit will be provided by Oracle or any of its partners. Failure to adhere to this policy is a direct violation of the [Oracle Certification Candidate Agreement](#) that you agreed to at the time you took the exam and could result in the additional actions such as (but not limited to) revocation of credentials that you hold or being banned from the Oracle Certification Program or barred from taking future Oracle exams.

**Recertification Policy:**

Oracle Cloud certifications are valid for a period of 18 months from the date the credential is earned.

Certain Database Credentials require periodic recertification in order for Oracle to remain active.

**Exam Scoring Policy:**

Oracle routinely publishes new versions of its Oracle Certification exams. The passing score for each exam version is set independently to maintain a consistent scoring standard across versions.

**Oracle Certification Program Fraudulent Activity Policy:** Oracle reserves the right to take action against any candidate involved in misconduct, including, but not limited to, fraudulent use of vouchers, exam attempts in MyLearn, promotional codes, reselling exam discounts and vouchers, exam cheating, alteration of score reports, alteration of completion certificates, violation of exam retake policies or other activities deemed misconduct by Oracle.

Oracle considers any contributions to, use of, or sharing of materials pertaining to Oracle certification exams (or "brain dumps") to be a violation of this Fraudulent Activity Policy.

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Candidates may check if the materials they are purchasing are legitimate exam prep materials, by going to Oracle's materials <http://myLearn.oracle.com> to avoid exam dump websites and offers. It is the candidate's responsibility to ensure that all materials they purchase or use to prepare for exams are not violations of this Fraudulent Activity Policy.

If Oracle determines, in its sole discretion, that misconduct activity has occurred, it reserves the right to take action up to and including, but not limited to, decertification of a candidate's credentials, temporary, indefinite or permanent ban of a candidate from Oracle certification programs, notification to a candidate's employer, and notification to law enforcement agencies. Candidates found committing fraudulent activities forfeit all fees previously paid to Oracle, or to Oracle's authorized vendors, and may be required to pay additional fees for services rendered.

If you would like to report misconduct, send a detailed email to **[ocpcompliance\\_ww@oracle.com](mailto:ocpcompliance_ww@oracle.com)**