



Unity Certification Program Terms and Conditions

Please read carefully -- participation means acceptance

Scope

These Unity Certification Program terms and conditions ("Certification Terms") govern your participation in the Unity Technologies Certification Program as described on the Unity Technologies Website ("Program"), as well as your use of any materials concerning the Program made available to you by Unity Technologies or Unity Partners, including but not limited to any examinations, courseware, and instructional content ("Materials").

BY CHECKING THE BOX WITH LINKS TO THESE CERTIFICATION TERMS, OR BY PARTICIPATING IN THE PROGRAM OR ACCESSING ANY MATERIALS, YOU ARE AGREEING THAT YOU UNDERSTAND THESE CERTIFICATION TERMS AND ACCEPT ALL TERMS AND CONDITIONS OF THESE CERTIFICATION TERMS.

If you do not or cannot accept these Certification Terms, you may not participate in the Program, nor may you use any Unity Certification Logos and Appellations or Materials.

Certain defined terms may be found in Section 15 of these Certification Terms.

1. Other Terms

In the event of any inconsistency or conflict between these Certification Terms and any other terms and conditions of the Unity Technologies Website or any other information provided on the Unity Technologies Website, these Certification Terms shall govern to the extent of any such inconsistency or conflict.

2. Participation in the Program

- 2.1. To participate in the Program, you must meet the Eligibility Criteria.
- 2.2. To use Unity Certification Logos and Appellations, you must complete a Unity Certification Examination ("Exam") and obtain a passing score on that Exam, as determined by Unity Technologies in its sole discretion. You agree to fully abide by all instructions, guidelines and procedures associated with the Exam and its administration.
- 2.3. You agree that you will not engage in any misconduct in connection with the Exam, including receiving or providing unauthorized assistance, submitting work that is not your own, and possessing or using unauthorized materials. Further, you will not make any form of false representation concerning your identity or misuse any testing identification number, username, or other credentials that have been provided to you.

3. Materials

- 3.1. Unity Technologies reserves the right entirely at our discretion to terminate your access to Materials without refund or reimbursement and require you to cease using and permanently destroy all Materials, including assets or copies thereof whether in their original form or a modified state, in the event that Unity Technologies believes you to be in breach of these Certification Terms.
- 3.2. Materials are licensed not sold. Unity Technologies and/or its licensors retain ownership of all Materials, including all intellectual property rights therein. Materials are protected by copyright law and international treaties. Unity Technologies reserves all rights to Materials not expressly granted to you in these Certification Terms. You will not delete or in any manner alter any Unity Technologies, Unity Technologies' licensors, or third-party copyright, trademark or other proprietary rights notices or markings appearing on or in any Materials.
- 3.3. Subject to early termination as otherwise provided for in these Certification Terms, your access right(s) to Materials will terminate upon completion of the term for which access to those Materials was purchased, or, where no specific term is applicable, upon the termination of the Program; you do not have the right to view, access or use Materials beyond then.
- 3.4. You will not share, distribute, disclose or copy any Materials in whole or in part by any form or by any means, nor will you modify the Materials in any way without the prior written consent of Unity Technologies. You are further restricted from using any Materials whether in their original form or a modified state in the production of any commercial content or for any commercial purposes whatsoever without the prior written consent of Unity Technologies.

4. Use of Unity Certification Logos and Appellations

- 4.1. Subject to these Certification Terms, upon your passing of an Exam, we grant you the right to use Unity Certification Logos and Appellations, as appropriate to the type and level of certification you have achieved, to identify yourself as a person who has attained such certification for a period of two years from your passing of that Exam, but for no other purposes without the prior written consent of Unity Technologies. In this connection, you will abide by any manner of use instructions or guidelines concerning the Unity Certification Logos and Appellations that Unity Technologies may provide to you separately, whether by means of a posting on the Unity Technologies Website or in a written communication (including email) to any address provided by you. Further, unless otherwise instructed or agreed in writing by Unity Technologies, you will not use the Unity Certification Logos and Appellations in a manner that is inconsistent with the "Unity Brand Usage Guidelines" at the Unity Technology Website or its successor guidelines.
- 4.2. Unity Technologies reserves the right entirely at our discretion to exclude you from the Program and require you to cease using Unity Certification Logos and Appellations, without refund or reimbursement, in the event that Unity Technologies believes you to be in breach of these Certification Terms.
- 4.3. You understand and agree that passing any Exam signifies only that you have passed that Exam and that you may use the Unity Certification Logos and Appellations as permitted by these Certification Terms. Neither your use, nor your right to use, Unity Certification Logos and Appellations provides or implies any guarantee whatsoever from Unity Technologies of the quality of any work you may perform. Nor is Unity Technologies liable in any way for any deficiencies in said work.
- 4.4. You understand and agree that (a) you are not an agent of Unity Technologies or Unity Partners, and will not hold yourself out as such; and (b) you are not permitted to make, and will not make,

any representations, warranties or guarantees to third parties with respect to Unity Technologies or Unity Partners.

5. Retakes

Subject to availability, if you do not pass the Exam you may retake it by accessing a further purchase provided that you are not deemed by Unity Technologies to be in breach of these Certification Terms. Access to one Exam entitles you only to sit for that Exam once.

6. Privacy Policy and Certification Status

- 6.1. You acknowledge and accept [Unity's Privacy Policy](#). You acknowledge and agree that Unity may deliver messages and contact you about the Program and other Unity Technologies product and service offerings.
- 6.2. You further agree that, notwithstanding anything to the contrary in Unity's Privacy Policy, we may make your certification status pursuant to the Program available to the public (including via the Unity Technologies Website) for so long as the Program remains in effect. Your "certification status" means (a) your name; (b) what, if any, Program certifications, evaluations, or the like are held by or concern you ("Program Certificates"); and (c) any conditions or limitations (including time periods) to any Program Certificates. For greater certainty, we will not be under any obligation to exercise any of the above rights, and may discontinue any such exercise in our sole discretion and without notice to you.

7. Exam Rescheduling and Refund Requests; Costs and Expenses

7.1. Exams administered by Unity Technologies

- 7.1.1. In the event that you are prevented from attending an Exam administered by Unity Technologies, you may be permitted to reschedule the Exam (subject to availability). No guarantee is given or implied that it will be possible to reschedule the Exam at a particular location or time. All applications to reschedule must be received within one week of the scheduled date on which the Exam is to take place.
- 7.1.2. In the event that you are prevented from attending an Exam and you are the purchaser of that Exam, you may apply to Unity Technologies for a refund of your Exam purchase. All refund applications must be received by Unity Technologies, including any documentation that is required of you to support your claim, at certification@unity3d.com within a week from the date on which the Exam was scheduled to take place.
- 7.1.3. The decision of whether to grant a refund will be at the sole discretion of Unity Technologies. We suggest that purchaser contact certification@unity3d.com to understand what documentation may be required to support a refund claim prior to lodging any claim.
- 7.1.4. In the event that Unity Technologies is prevented from providing an Exam at the scheduled date and time, we will do our utmost to contact you prior thereto to offer you alternative arrangements. Should this not be possible or acceptable and you are the purchaser of the Exam, a full refund will be offered for your Exam purchase.

7.2. Exams administered by Unity Certification Partners

In the event that you are prevented from attending an Exam administered by a Unity Technologies Certification Partner, all requests for rescheduling and refunds and any other inquires concerning

administration of the Exams will be handled directly by the partner organization and at the relevant partner's discretion. Please contact the partner providing the Exam directly for further information.

7.3. Costs and expenses

Except only as expressly otherwise provided in these Certification Terms, you will be responsible for your own costs and expenses in connection with taking any Exam or participating in the Program, and no reimbursements or refunds will be offered or available for any costs or expenses incurred by you, including travel and accommodation expenses.

8. No Transfer of Rights or Licenses

Any rights and licenses granted to you under these Certification Terms are nonexclusive and nontransferable.

9. Warranty

Materials and Unity Technologies websites are provided "as is", without warranty of any kind. Unity and its licensors disclaim all warranties and conditions, express or implied, including but not limited to any implied warranties and conditions of merchantability, fitness for a particular purpose and noninfringement, and any warranties and conditions arising out of course of dealing or usage of trade. No advice or information, whether oral or written, obtained from unity or elsewhere will create any warranty or condition not expressly stated in this agreement.

10. Release and Indemnity

Except only as expressly otherwise provided in these Certification Terms, you agree to release, indemnify, defend and hold Unity Technologies and Unity Partners, and their respective directors, officers, employees, agents, and assigns, and any other organizations related to the Program, harmless from any and all claims, injuries, damages, expenses (including reasonable legal fees), or losses to person or property and/or liabilities of any nature that in any way arise from your participation or attempted participation in the Program, including (a) any condition caused by events beyond Unity Technologies or Unity Partners' control that may cause administration of the Program to be disrupted; (b) damage to your computer or wireless device, or inability to access any website or other Internet presence or wireless service; (c) any printing or typographical errors in any Materials or Program Certificates; and (d) any breach by you of these Certification Terms.

11. Limitation of Liability

Unity technologies and Unity partners' total liability to you from all causes of action and under all theories of liability will be limited to the greater of the amounts paid by you for the materials or the exam(s) or one hundred U.S. dollars (US\$100). In no event will unity technologies or unity partners be liable to you for any special, incidental, exemplary, punitive or consequential damages (including loss of data, business, profits or ability to execute) or for the cost of procuring substitute products arising out of or in connection with these certification terms or provision of materials or the holding of any exam, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not unity or unity partners have been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. Changes to Terms, Program

12.1. These Certification Terms

We may add or make changes to these Certification Terms from time to time. When these changes are made, the updated version will be posted here. Your participation or continued participation in the Program after the date on which these Certified Terms have changed will constitute your acceptance of the updated Certification Terms.

12.2. The Program

- 12.2.1. You understand and agree that Unity Technologies reserves the right to make changes to and/or discontinue or terminate the Program or Materials, including changing certification requirements, changing passing score requirements, or changing or discontinuing Program benefits, at any time without prior notice and at its sole discretion. You may discontinue participation in the Program at any time by ceasing to use any Materials or Unity Certification Logos and Appellations.
- 12.2.2. Any rights and licenses granted to you under these Certification Terms shall terminate upon any discontinuation or termination of the Program or any exercise by Unity Technologies of any remedies under Sections 3.1 or 4.2 of these Certification Terms; however, your obligations under these Certification Terms, as well as Sections 13 and 14, shall continue to apply.

13. Choice of Law; Class Action Waiver; Dispute Resolution

- 13.1. These Certification Terms will be governed by and construed in accordance with the laws of Denmark, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 13.2. Except as set forth below in Section 13.5, any dispute arising out of or in connection with these Certification Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration.
- 13.3. You and Unity Technologies agree to arbitrate all disputes by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 13.4. You and Unity Technologies further agree that any arbitration shall be conducted in each's individual capacity only and not as a class action or other representative action, and each expressly waives the right to file a class action or seek relief on a class basis. You and unity technologies agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- 13.5. Notwithstanding your and Unity Technologies' agreement to resolve all disputes through arbitration, either may bring an action in court (a) to enforce its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), including to seek injunctive relief; or (b) in cases that do not involve intellectual property rights, to seek temporary, preliminary or other expedited or

provisional injunctive relief (but not money damages). If you reside (or your principal place of business is) within the United States and you and Unity Technologies have an intellectual property rights dispute, you and Unity Technologies agree to submit to the personal and exclusive jurisdiction of and venue in the state and federal courts located in San Francisco County, California. If you reside (or your principal place of business is) outside of the United States and you and Unity Technologies have an intellectual property rights dispute, you and Unity Technologies agree to submit to the personal and exclusive jurisdiction of and venue in the courts located in Copenhagen, Denmark. You and Unity Technologies agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

14. General

- 14.1. These Certification Terms constitute the whole legal agreement between you and Unity Technologies and govern your participation in the Program, and completely replace any prior agreements between you and Unity Technologies in relation to the Program. Each party confirms that, in entering into these Certification Terms, it has not relied upon any representations or statements not expressly incorporated herein.
- 14.2. You agree that if Unity Technologies does not exercise or enforce any legal right or remedy which is contained in these Certification Terms (or which Unity Technologies has the benefit of under any applicable law), this will not be taken to be a formal waiver of Unity Technologies 's rights and that those rights or remedies will still be available to Unity Technologies.
- 14.3. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Certification Terms is invalid, then that provision will be removed from these Certification Terms without affecting the rest of the Certification Terms. The remaining provisions of these Certification Terms will continue to be valid and enforceable.
- 14.4. You acknowledge and agree that any Unity Partners shall be third party beneficiaries to these Certification Terms and that such any of the Unity Partners shall be entitled to directly enforce, and rely upon, any provision of these Certification Terms that confer a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to these Certification Terms. (whether pursuant to the contract, law or otherwise).
- 14.5. The rights granted in these Certification Terms may not be assigned by you without the prior written approval of Unity Technologies. Nor shall you be permitted to delegate your responsibilities or obligations under these Certification Terms without the prior written approval of Unity Technologies. The rights granted in the Certification Terms may be assigned or transferred by Unity Technologies without your prior written approval. In addition, Unity Technologies shall be permitted to delegate its responsibilities or obligations under these Certification Terms without your approval.

15. Definitions

- 15.1. **"Eligibility Criteria"** means (a) being an individual of at least 13 years of age, unless you are participating as a student through your School; (b) if you are between the ages of 13 and the age of legal majority where you access this site, you represent that your parent or legal guardian has reviewed and agreed to these Certification Terms; (c) not being a citizen or resident of a country subject to any United States embargo; (d) not otherwise prevented from participating under applicable law; and (e) such other criteria as Unity Technologies may determine in its sole discretion from time to time.
- 15.2. **"School"** means any secondary and below school or school district.

- 15.3. **“Unity Certification Examination”** means any of the tiered series of certification exams administered by Unity Technologies or Unity Certification Partners, passing of which permits use of Unity Certification Logos and Appellations in accordance with these Certification Terms.
- 15.4. **“Unity Certification Logos and Appellations”** means those titles or logos concerning the Program or Unity Technologies as separately identified by Unity Technologies to participants in the Program who have passed any Exam(s) as titles and/or logos that those participants may use to make known such qualification in accordance with these Certification Terms.
- 15.5. **“Unity Certification Partners”** means those third-party organizations appointed and licensed by Unity Technologies to administer Exams.
- 15.6. **“Unity Partners”** means (a) subsidiaries, holding companies, and other affiliated entities of Unity Technologies (“Unity Group”); (b) licensors/ees of the Unity Group; and (c) Unity Certification Partners.
- 15.7. **“Unity Technologies”, “our”, or “we”** means Unity Technologies ApS (company no. 30 71 99 13), Vendersgade 28, DK1363 Copenhagen, Denmark.
- 15.8. **“Unity Technologies Website”** means unity3d.com and its subdomains, and any sucesor site subsequently designated by us.