



#### LevelUp Terms of use

Last updated: March 17th, 2025

### 1. Introduction

These Terms of Service govern your access and use of the LevelUp platform, managed by Technofocus, a Microsoft Training Services Provider. These terms are between the entity you represent ("Partner," "You," "Your" or "User") and Technofocus. For avoidance of doubt, a Microsoft partner or partner is an entity that has an active Microsoft AI Cloud Partner Program Agreement on file. By accessing the platform, you agree to comply with these terms. The platform offers access to various sales ready, tech deal ready, and project ready training resources for the Microsoft Cloud. Technofocus is located in Singapore at: Technofocus Pte Ltd. 531 A Upper Cross Street, #04-95 Hong Lim Complex, Singapore 051531, Singapore. Review Technofocus Privacy Policy here.

## 2. General Terms of Use for All Users on LevelUp

#### Access and Usage

- All users are granted access to the LevelUp platform for the applicable subscription period. Users can enroll in a number of courses of type Sales Ready, Tech Deal Ready, Project Ready & Project Ready with Labs, subject to the specific terms in your subscription.
- Course Enrollment and Deactivation
- Each course must be completed within 30 days of enrolment. After 30 days, the course will be automatically deactivated. The user can request reactivation by reaching out to Support at <a href="mailto:support@skillupwithlevelup.com">support@skillupwithlevelup.com</a>. A user can have a maximum of 2 active course enrolments at any time. Users must complete existing courses they are enrolled in before enrolling into a new course.

#### Account Inactivity

• Users who do not log in to LevelUp for 60 days (inactive for 60 consecutive days) will be archived. After 75 days of inactivity, accounts will be permanently deleted. Once archived, the user will not be able to log in to LevelUp and can request re-activation by reaching out to the support team. Once a user account is deleted, LevelUp does not retain any user information or course activity. The user is advised to re-register on LevelUp as a new user. Users are advised to frequently download any completion reports from the My Courses page of the User Dashboard before the account is archived or deleted.

#### Data Privacy and Security

• By using the LevelUp platform, you consent to the collection and use of your personal data as outlined in our Privacy Policy. If you opt in to receive marketing communications, you consent to the processing of your data to send you such communications from LevelUp, which may include new content training availability, newsletters, surveys, and information about new Microsoft partner skilling events. The LevelUp reserves the right to share the information, with the exception of the personal data that it may contain, to Microsoft and to wholesalers and/or distributors collaborating with the LevelUp.

#### • Compliance with Guidelines

• All users must comply with their organization's guidelines for appropriate use of the platform. Misuse of the platform may result in suspension or termination of access on LevelUp.

## 3. LevelUp Subscription Access Options

- You may access the LevelUp platform via the following subscription models:
- LevelUp Microsoft ESI (Enterprise Skills Initiative) program-based partner access
- LevelUp Pay-as-you-go (PAYG) Access
- Specific terms for each access model are outlined below.

# 4. LevelUp Microsoft ESI Partner Subscription Access

### Access and Usage

 Microsoft ESI partner organizations are granted a specific number of seats allocated to ESI partners from approved partner domains. Each registered seat is granted access to the LevelUp platform for a duration of 12 months, based on the availability of seats. Once registered, the users can enroll in an unlimited number of sales ready, tech deal ready, and project ready courses (without labs) available on LevelUp. A course must be completed within 30 days of enrollment. Inactive users for over 60 days will have their accounts archived, and after 75 days, the account will be permanently deleted. Technofocus will not retain learner usage data after an account has been deleted. Deleted users can reregister after 30 days based on the availability of seats under their partner account in the ESI program-based access.

### Subscription Policy

• Subscriptions under the ESI program are non-refundable, and must be used within the stipulated subscription period. The seats allocated to ESI partners will automatically expire after 12 months from the start date. Accounts will be archived upon expiration of the subscription and permanently deleted 30 days post-archival.

#### Data Privacy and Security

• Users agree to the collection and use of personal data as outlined in Technofocus Privacy Policy available <u>here</u>. Information such as course completions and assessment scores may be shared with sponsoring partner organizations and Microsoft.

#### • Account Inactivity and Deactivation for ESI users

• LevelUp user accounts of ESI users that are inactive for 60 consecutive days will be archived. After 75 days of inactivity, archived accounts will be permanently deleted. Users will no longer have access to their data once the account is deleted, allowing your partner organization to re-allocate the user seat to another user. Course completions should be tracked and downloaded from the User Dashboard by users before account is archived or deleted.

# 5. LevelUp Pay-as-you-go (PAYG) Subscription Access

#### • Access, Usage, and Payment

• PAYG users transact directly with Technofocus for platform access. Microsoft is not responsible for any PAYG transactions between you and Technofocus. Upon submission of the PAYG request form, Technofocus will provide a commercial quotation and a PayPal payment link to you. Once the payment is confirmed, the organization will receive instructions on accessing the platform that may include a custom URL and access code(s). Organizations must ensure that the access code(s) are shared only with authorized users within their organizations. Partner organizations can redeem LevelUp PAYG subscription purchase with Microsoft Partner co-op funds.

#### Account Activation

• After payment confirmation, Technofocus will provide directions, that may include a URL and Access Code, for the partner to register users on the LevelUp platform. Subscriptions purchased via PAYG are non-transferable, non-refundable, and must be used within the stipulated subscription period.

### Data Privacy and Security

• Users agree to the collection and use of personal data as outlined in <u>Technofocus Privacy Policy</u>. Course completions and assessment scores will be shared with your sponsoring PAYG partner organization and Microsoft.

## 6. Self-Service Reporting

• Partner learning & Development (L&D) managers from partner organizations purchasing 10 or more user seats on LevelUp will receive access to a self-service reporting dashboard to monitor their organization's usage of the LevelUp platform capacity. This dashboard will provide insights into user registrations against the allocated capacity.

## 7. Data Privacy and Security

• By accessing the LevelUp platform, users agree to the collection and use of personal data as described in <u>Technofocus's Privacy Policy</u>. Technofocus collects information such as course completions and assessment scores, which may be shared with sponsoring partner organizations and Microsoft for compliance purposes.

### 8. Compliance with Guidelines

• All users are expected to comply with the ethical guidelines provided by their respective partner organizations and Technofocus. The platform is intended for educational purposes, and misuse of access will result in revocation of privileges.

## 9. Governing Law and Dispute Resolution

• Any disputes arising from your use of the LevelUp platform will be governed by the laws of the region where Technofocus is based. Disputes will be resolved through negotiation and, if necessary, through a mutually agreed-upon mediation process.

## **10. Support and Contact Information**

• For any questions regarding your subscription or issues with accessing the platform, please contact the Technofocus support team at: <a href="mailto:support@skillupwithlevelup.com">support@skillupwithlevelup.com</a>. For details on our Privacy Policy, please visit: <a href="https://technofocus.co/privacy">https://technofocus.co/privacy</a>. LevelUp Terms of Use are also available to download at: <a href="https://get365ready.com/termsofuse">https://get365ready.com/termsofuse</a>.

# 11. Changes to the Terms

• Technofocus reserves the right to update or modify these Terms of Service at any time upon 3 days' notice. Changes will be communicated via the platform or email notifications. Continued use of the platform following any changes signifies acceptance of the updated terms.

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