

## **NVIDIA TRAINING SERVICES TERMS AND CONDITIONS**

Please read these terms and conditions governing NVIDIA Corporation (“NVIDIA”) delivery of training services as described below (“Training”) to enrolled participants.

These terms and conditions can be accepted only by an adult of legal age of majority in the country in which Training is used. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to these terms and conditions. If you are not old enough to enter into these terms and conditions or if you don’t accept all the terms and conditions below, do not enroll or participate in Training.

### **1. TRAINING SERVICES**

#### **1.1 Overview.**

The terms of specific Training and any promotions will be provided at enrollment, in the shopping cart or in other communications made available to you. Training availability is limited, including in terms of locations for in-person sessions and languages. NVIDIA, at its absolute discretion, will decide your eligibility for a Training promotion, and if Trainings and promotions can or not be combined. Standard charges will apply after a promotion ends or if you exceed or violate the terms of use of a promotion. Instructor-Led Training will be provided by NVIDIA personnel or by a NVIDIA certified instructor, not all Training options are instructor led.

#### **1.2 Code Definition.**

As used in these terms and conditions, “Code” means a string of alphanumeric characters that can be used to access, register, or enroll for Training.

#### **1.3 Public Instructor-Led Training.**

NVIDIA offers and sells individual seats for Public remote or in-person Instructor-Led Training, check the details of your offering and purchases to know if remote or in-person. If you have a seat, you can join the Public Instructor-Led Training, scheduled at the location, date and time assigned by NVIDIA. No-shows are ineligible for a fee credit, extension or refund. Public instructor-led workshop Training course(s) that are not redeemed or utilized in full within twelve (12) months of (i) the date of purchase of the course, or (ii) the date NVIDIA provides you the Code or registration for the course will terminate automatically without a credit, extension or refund.

#### **1.4 Self-Paced Online Training.**

NVIDIA offers and sells access to Self-Paced Online Training. If you have access to Self-Paced Online Training, you can take the online Training course on your own at a time of your choice. Self-Paced Online Training course(s) that are not redeemed or utilized in full within twelve (12) months of (i) the date of purchase of the course, or (ii) the date NVIDIA provides you the Code to access the online course will terminate automatically without a credit, extension or refund.

#### **1.5 Private Instructor-Led Training.**

NVIDIA offers and sells Private Instructor-Led Training. Once confirmation of payment is received, Private Instructor-Led Training will be scheduled with a mutually acceptable date, time, location if in-person, between you and NVIDIA. If re-scheduling instructor-led Training is requested by either party, the parties will cooperate to timely select a new date and location subject to availability. Private Instructor-Led Training not scheduled and delivered within twelve (12) months of the date of purchase of the course, are automatically terminated, and no credit or refund is provided. No-shows are ineligible for a fee credit, extension or refund.

### **2. GENERAL TRAINING TERMS**

**2.1 Delivery.** Training is either delivered directly by NVIDIA or by a NVIDIA authorized service provider. NVIDIA and its authorized service providers will have access to participant information and will exchange information in order to fulfill and

optimize the delivery of services. Training is only available in limited geographical locations, as updated by NVIDIA from time to time in its sole discretion.

2.2 Training Content. Training content provided by NVIDIA will be available online to the participants of a Training for a minimum of six (6) months and may be terminated at twelve (12) months from the enrollment date of Training subject to the terms of use, and exclusive of any cloud based interactive exercises.

### **3. PAYMENT TERMS**

3.1 Method of Purchase. Training purchased direct from NVIDIA or from a NVIDIA authorized reseller are non-transferable and non-assignable. If the training selected is transacted through NVIDIA's merchant of record, then NVIDIA's merchant of record will bill the then-current Training fee for the Training selected to a valid and accepted method of payment you provide when required to participate in a Training ("Payment Method").

3.2 Billing. Training and Learning Credits are billed at the time of purchase. As used in these terms and conditions, "billing" means a charge, debit or other payment clearance against the Payment Method provided.

3.3 Learning Credits. You may be able to pre-purchase Training learning credits ("Learning Credits"), to be later redeemed for select Training courses, subject to the rules found [here](#), as updated from time to time. Learning Credits must be redeemed within twelve (12) months of purchase. Learning Credits are available in the limited geographies where sold, as updated from time to time. A Learning Credit is not a credit or debit card, is not reloadable, and is not redeemable for cash unless required by law. Safeguard the Learning Credits; it will not be replaced if lost, stolen or used without authorization. Learning Credits purchased are not refundable, non-transferable, and will expire without notice if not redeemed in twelve (12) months as described in this paragraph. When you obtain a Training course using Learning Credits, no other offers or promotions that may be available from NVIDIA for the same Training apply.

3.4 Taxes. NVIDIA's merchant of record is responsible for all transaction taxes, including Sales/Use/GST/VAT. The merchant of record will indicate in which countries VAT is included in the Training price. Except for countries where VAT is included in the Training price, prices are exclusive of all taxes, duties or other similar charges and you are responsible for their payment. NVIDIA reserves the right to adjust Training prices at any time at NVIDIA's choice. Price changes will take effect immediately for new Training purchases. NVIDIA is not responsible for charging the end consumer sales tax, GST, VAT.

3.4 Charge Authorization. By enrolling in Training and indicating a Payment Method, you authorize NVIDIA's merchant of record, to charge the corresponding fee at the then-current price, and any other charges you may incur in connection with your Training enrollment, such as taxes or possible transaction fees, to your Payment Method in one or more charges.

3.5 Merchant of Record. Digital River and CVENT are the NVIDIA merchants of record. All transactions with Digital River are subject to their [Terms of Sale and Privacy Policy](#). All transactions with CVENT are subject to their [terms of sale](#) and [privacy policy](#). NVIDIA expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding such transactions (including Training charges and bank-related charges) is from or through Digital River or CVENT as applicable. If your transaction with Digital River or CVENT, as applicable, is not successful then your purchase will not be fulfilled by NVIDIA, or NVIDIA may promptly terminate the use of Training.

3.6 Collection Charges. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize NVIDIA or the merchant of record to continue billing the Payment Method, as it may be updated. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details. Payment is required prior to all Trainings. You will not be allowed to attend a Training if any payment has not been received in full.

### **4. CANCELLATIONS**

4.1 Non-Cancellable Training. Public Instructor-Led Training, Self-Paced Online Training, Private Instructor-Led Training, and Learning Credit purchased for immediate or future Training redemption once purchased is not cancellable and not refundable.

4.2 Cancellable Training. NVIDIA may cancel Public Instructor-Led Training at its discretion at any time, including, but not limited to, due to availability of instructors, or for infrastructure, security, health and safety of attendees, or other reasons beyond NVIDIA's reasonable control. Where a Public Instructor-Led Training is canceled by NVIDIA, NVIDIA will contact you to attend a make-up Training.

4.3 Participation. NVIDIA reserves the right to refuse admittance to, or expel an individual from participating in Training, including, but not limited to, if the individual is behaving in a manner that could be disruptive to the Training or any other attendee. If NVIDIA terminates an individual from participation in Training pursuant to these terms and conditions, access to the Training and content may end immediately but any Training fees paid will not be refunded.

4.4. Other Cancellation. If it turns out that NVIDIA provides you a refund, discount, or other consideration, it doesn't mean that you will receive it again even under similar circumstances.

## **5. WHAT TRAINING DOES NOT COVER**

5.1 Resources. Select Training includes hardware, software, and materials. You are responsible for the internet connection required for your participants to access the services, other than wifi when available from NVIDIA. Certain content may only work on certain types of devices.

5.2 Discontinuation. If as part of your Training NVIDIA provides access to resources, such as compute, storage, or network, the resources provided will be available as NVIDIA deems appropriate for the course.

The Training resources and materials will vary over time and may be discontinued at NVIDIA's discretion.

5.3 Authorized Use of Resources. Usage of the resources or materials are for learning purposes only. Out-of-scope activities may result in termination of access. Out-of-scope activities may include, but are not limited to: use of resources provided for unrelated applications or activities, sharing or pooling access, excessive use of resources, unauthorized distribution of materials, or resale of any aspect of the Training. The determination of out-of-scope activity, and termination of access, is at NVIDIA's sole discretion.

5.4 Excused Performance. NVIDIA and its authorized service providers will be excused from performing any of its obligations hereunder to the extent any such non-performance is attributable to your failure to perform your obligations under these terms and conditions.

## **6. YOUR RESPONSIBILITIES**

In addition to other responsibilities stated elsewhere in these terms and conditions, you agree to be responsive to NVIDIA requests (such as a request to re-schedule) and to provide to NVIDIA or its authorized service provider access to resources needed to deliver the Training, including, without limitation, access to the internet, access to your facilities for on-site visits, and/or access to, and assistance of, your personnel.

## **7. INTELLECTUAL PROPERTY RIGHTS**

No transfer of ownership of any intellectual property will occur under these terms and conditions. Training content provided by NVIDIA is subject to a separate license agreement.

## **8. PERSONAL INFORMATION**

8.1 Registration. In order to obtain access to the Training you will need to create an account with NVIDIA and become a registered user. When creating an account, you will be required to provide certain personal information and establish a username and a password. NVIDIA reserves the right to suspend or terminate an account if any information provided is inaccurate, false or misleading. You are responsible for safeguarding the password that you created for the account and for any activities or actions under such account, whether or not authorized by you. NVIDIA will not be liable for any loss or damage arising from your failure to comply with the above requirements. To learn more about how NVIDIA may collect, use

and share any participant information, please visit NVIDIA's Privacy Policy at: <https://www.nvidia.com/en-us/about-nvidia/privacy-policy/>.

8.2 Use of Information. If your Training is (i) funded or organized by your employer, organization or any other third party, (ii) purchased through an authorized reseller, or (iii) you access your Training using sign-on credentials, such as user name and email address, provided by your employer or organization, your registration information as well as course-related information such as course name and certification date may be shared with the paying party, organizer or the authorized reseller, as applicable.

8.3 Third Party Sites and Services. In connection with the Training, you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by NVIDIA. We encourage you to review the privacy statements on those sites and services to understand how they may collect, use and share your personal information. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations or your reliance on information you gather from use of the links.

## **9. AUDIO AND VIDEO RECORDING**

9.1 Authorization for NVIDIA to Record. By attending a Training, you grant to NVIDIA, its affiliates, employees, agents and independent contractors the right to record, film, and capture your voice and image during the Training. Further, you grant to NVIDIA and its affiliates a non-exclusive perpetual, irrevocable, worldwide license to use, reproduce, adapt, publicly display, distribute or incorporate in any manner whatsoever, all or any portion of such recording for all NVIDIA purposes including in marketing and NVIDIA materials, without royalties or other compensation, and agree to forego any claim or enforce any proprietary or moral rights you retain. You understand that NVIDIA will edit, arrange or modify its recordings, and you hereby waive any right to inspect or approve the use of the recordings in any media.

9.2 No Recording by You. The Training and its content are proprietary to NVIDIA and you may not record, film, capture or distribute any or all parts of the Training for any purpose without NVIDIA's prior written consent.

## **10. DISCLAIMER OF WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO OR ARISING UNDER THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND COURSE OF DEALING. NVIDIA SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR TO PARTICIPATE IN TRAINING.

## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR (II) DAMAGES FOR THE (A) COST OF PROCURING SUBSTITUTIVE GOODS, OR (B) LOST PROFITS, REVENUE, USE, DATA OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE USE OR THE PERFORMANCE OF THE NVIDIA CUOPT WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR ANY AND ALL LIABILITIES, OBLIGATIONS OR CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS WILL NOT EXCEED THE NET AMOUNTS PAID FOR THE TRAINING COURSE GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

## **12. GOVERNING LAW, DISPUTE RESOLUTION**

### **12.1 Governing Law.**

These terms and conditions and all disputes that may arise from it or out of Training shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale

of Goods is expressly disclaimed. You agree to these terms and conditions in the English language unless NVIDIA provided you these terms in another language. The invalidity in whole or in part of any provision of these terms and conditions shall not affect the validity of any other provision thereof.

#### 12.2 Arbitration.

For any claim against or dispute with NVIDIA relating to these terms and conditions or Training, please give NVIDIA a chance to resolve it and contact NVIDIA by U.S. Mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. For any disputes that are not resolved informally, you and NVIDIA each agree to resolve any such dispute (excluding any NVIDIA claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS Office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. If for any reason this agreement to arbitrate is found not to apply to a dispute and as a result a dispute proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Santa Clara County, California.

#### 12.3 Class Action & Jury Trial Waiver.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY NVIDIA. YOU AGREE THAT, BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU AND NVIDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

#### 12.4 Right to Opt-Out.

YOU MAY OPT-OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THESE TERMS AND CONDITIONS BY NOTIFYING NVIDIA IN WRITING WITHIN 30 DAYS OF TRAINING REGISTRATION. SUCH WRITTEN NOTIFICATION SHALL BE SENT TO 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA, 95051, ATTN: LEGAL DEPARTMENT AND SHALL INCLUDE (1) YOUR NAME, (2) YOUR ADDRESS, (3) THE REFERENCE TO TRAINING AS THE SERVICE THE NOTICE RELATES TO, AND (4) A CLEAR STATEMENT INDICATING THAT YOU DO NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION AND DEMONSTRATING COMPLIANCE WITH THE 30-DAY TIME LIMIT TO OPT-OUT.

### 13. CHANGES TO TERMS AND CONDITIONS

13.1 Update to Terms and Conditions. If NVIDIA makes changes to these terms and conditions, then NVIDIA will present such revised terms and conditions to you by posting an updated version generally on the Training registration page, or in an email notification, or through other reasonable means. The new terms and conditions will apply to you, provided they do not single you out.

### 14. CONTACT INFORMATION

For additional information about Training, please contact NVIDIA at [NVDLI@nvidia.com](mailto:NVDLI@nvidia.com)

(v. August 15, 2024)