

## **Skillsetter Terms of Use**

We are glad to welcome you on our website. Many thanks for using our website and supporting us! Here are some formalities before you start.

Please read these Terms of Use („Terms”, „Terms of Use”) carefully before using our website.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms of Use. The Terms of Use apply to all visitors, users and others who access or use Website.

By accessing or using Terms of Use, you agree to be bound by these Terms and [Privacy Policy](#). If you disagree with any part of the Terms of Use or Privacy Policy, we kindly ask you to stop using the Website.

### **Contents**

1. Information about us
2. The Website Content
3. Permitted Use
4. Security
5. Linking and framing
6. Paid services and refund policy
7. Suspension and termination
8. Governing Law
9. Changes
10. Warranties and disclaimers, limitation of liability and indemnity

### **Terms of Use („Terms”)**

#### **1. INFORMATION ABOUT US**

<https://skillsetter.io> (the "Website") is a website owned by us, Skillsetter LTD ("We", "us", "our"), a Cyprus company registered at 28 October street, 367, MEDITERRANEAN COURT, Floor 1, Flat A5, Limassol, Cyprus, registration no.HE 421968.

The website is operated and supported by our local partners (“our Partners” ) responsible for each corresponding jurisdiction as listed in Annex A below, acting on their own behalf during provision of services to you.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

#### **2. THE WEBSITE CONTENT**

All of the information, content, operations, functionality and software displayed on, transmitted through, or used in connection with Website, including for example: directories, guides, articles, reviews, text, photographs, images, illustrations, video, source and object code, software, data, and all other matters related to us, including without limitation, the selection and arrangement of the aforementioned and the „look and feel” of Website (collectively, the „Content”), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are our intellectual property.

We are the owner or the licensee of all intellectual property rights in our Website (including but not limited to the services other intellectual property rights offered on or via the Website) and in the material published on it. Those works are protected by copyright laws, and treaties around the world. All such rights are reserved.

Our Partners are licensees (under a separate Licence Agreement) responsible for Website operation, services and products promotion, marketing, sublicensing (to you) of our Content and payment receipt in each respective country.

You may not frame or utilize framing techniques that involve any trademark, logo, copyrighted material or other proprietary information (including images, text, page layout, or form) of any portion of Website without the express written consent of an authorized person from us or our Partner. In addition, you agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through Website, not to insert any code or product or manipulate the content of Website in any way that affects the user's experience, and not to use any data mining, robots, cancelbots, Trojan horse, or any data gathering or extraction method in connection with your use of Website.

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement or if you are aware of any infringing material placed on Website, please contact us or our local Partner.

The information available on Website is for general information purposes only. While we strive to do thorough research and keep the information all the time up-to-date and correct, we do not guarantee the full completeness, accuracy, reliability, suitability or availability concerning the information. Any reliance on the information available is therefore at your own risk.

#### **4.1 User Content**

Our Website enables you to share your content, such as homework, quizzes, exams, projects, and other assignments you submit, posts you make in the forums, and the like ("User Content"), with us, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.

#### **4.2 User Content Usage**

To the extent that you provide User Content, you grant us a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display (incl promotional purposes), and otherwise use the User Content. This license includes granting us the right to authorize our partners to use User Content. Nothing in these Terms shall restrict other legal rights we may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms

### **3. PERMITTED USE AND FORBIDDEN USE**

#### **Our License to You**

Subject to these Terms and our policies, conditional to duly payment to our local Partner we grant you a unlimited by time, personal, non-exclusive, non-transferable, and revocable license to use our Content. Subject to specific product terms and conditions as offered on the Website at the moment of sale, such license includes:

- Access to our course content hosted on our Website; and/or
- Access to online broadcast / live stream of our licensed content; and/or
- Access to online courses and educational Services provided via Website.

You may only use our Content to the extent permitted herein. You may not use our Content for any other purpose than specified in these Terms. Any license rights is only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

#### **Forbidden Use**

- You must not use Website in any way that causes, or may cause, damage to Website or impairment of the availability or accessibility of Website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or concerning us without an authorized person's express written consent from us.

- You must not use Website to transmit or send unsolicited commercial communications.
- You must not use Website for any purposes related to marketing without an authorized person's express written consent from us.
- You must not use Website in order to resell our content, including but not limited to our online courses to other person or a third party unless otherwise indicated in our separate agreement with you. Website was developed for online education of individual persons. You must not sell/trade to any third party any materials, samples, layouts, or documents from/provided by Website. Also B2B (as „Business to Business“) services may be subject to additional terms of agreement.

#### **4. SECURITY**

We have implemented commercially reasonable technical and organizational measures designed to secure your private information from accidental loss and unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your private information for improper purposes.

#### **5. LINKING AND FRAMING**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Content Standards.

If you wish to make any use of material on our Website other than that set out above, please address your request to us.

Links from our Website. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. If you use these links, you will leave our Website. We have not reviewed these third party websites and we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our Website, you do this entirely at your own risk.

Our team always strives to bring you professional and researched content to help you at all the steps of your career, and in some cases, the content will be provided by third party software, websites or services.

We strongly advise you to read the Terms of Use and privacy policies of any third-party software, websites or services that you visit.

#### **6. PAYMENT AND REFUND POLICY**

We are striving to provide the best service and products that we can, but you understand and agree that Website materials are provided „as is“ and „as available“ without any representations or warranties, express or implied. Without prejudice, we do not warrant that:

- Website will be constantly available, or available at all.
- The information on Website is complete, true, accurate or non-misleading.
- That Website will be available at any particular time or location, uninterrupted or secure.
- That Website will be 24/7 active all the time.
- Your data will be saved all the time in your account, and that data loss will never ever occur. However, we will do our best to make sure all the information is saved in your account for a flawless experience. Data loss is very unlikely.

#### **Paid Services**

Based on these Terms and subject to separate licence terms we (thought our local Partner) shall provide you with the access to online educational materials. You will be billed by our local Partner based on terms and conditions of payment plan you choose. Normally, payment will be made to our local Partner account, in advance before access granted, unless otherwise specifically stated in terms of subscription plan or specifically agreed otherwise between you and our local Partner. The prices may be changed at any time, as indicated on the website. Any fees paid hereunder are non-refundable and non-cancelable unless specifically provided herein below.

### Refunds

- a) **For cause:** in the event if you were not able to use Website and our materials, which you have paid for due to its non-operability within 3 days in a row or for longer period. In order to receive refund based on Website non-operability you must immediately contact customer service by emailing [hello@skillsetter.io](mailto:hello@skillsetter.io) at the moment you have face with the problem and attach screenshot, illustrating the problem. For the avoidance of doubt, this shall not be applicable for occasional system maintenance and technical issues making some Website functional temporarily unavailable.
  
- b) **For no-cause:** in the event if your payment was made by mistake, provided that (i) you have not used the access to online educational materials\* (ii) you have contacted [customer service in written](#) with this regard not later than 7 days within payment was made. \*For the purpose of these Terms, educational materials are deemed not used if less than 3 chapters of the material (course, training program) has been opened or read by you.

Without derogating from the above, As far our services are consumed at the very moment of access to online educational materials, **NO refunds shall be made:**

- in the event if you simply decided stop using our online educational materials;
- in the event if you violated these Terms of Use or applicable licence agreement terms;
- in the event if you have failed to comply with your payment obligations under product plan bought.

The refund shall be made on the same account it was paid for less applicable bank and transaction commissions. Customers who wish to redeem a refund must contact customer service by emailing [hello@skillsetter.io](mailto:hello@skillsetter.io) and indicate the reason for refund.

## 7. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these Terms of Website Use. Where a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms of Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any material uploaded to you on our Website;
- issue a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

We reserve the right of deleting an account if there are signs of suspicious, unusual or harmful activities, therefore creating a potential danger for Website. However, we highly trust and respect our users and we do not believe it will be the case to terminate someone's account

## 8. GOVERNING LAW

This Agreement is governed by the law of England and Wales without regard to its conflict of laws rules. This Agreement and any non-contractual obligations arising out of or in connection with it including any dispute,

controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The number of arbiters – one, language of proceedings – English  
If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **9. NOTIFICATION AND SCHEDULE CHANGES**

We reserve the right to change any and all content of our online educational materials, software and other items contained in the Website and any Website services offered through the Website at any time without notice. These changes are made according to our users' feedback, research and after consulting with our lecturers and experts.

Occasionally we may, in our discretion, make changes to these Terms of Use. Your continued use of Website after the changes have been made will constitute your acceptance of the changes. If you do not agree to the new terms, we kindly ask you to stop using Website.

## **10. WARRANTIES AND DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND WEBSITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE WEBSITE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE OR THE WEBSITE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT, MATERIALS, OR OPERATION OF THE WEBSITE SERVICES (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR THE WEBSITE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR WEBSITE SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, MATERIALS OR WEBSITE SERVICES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE SERVICES OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR WEBSITE SERVICES.

### **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT OR LOST DATA DAMAGES ARISING FROM USE OF THE WEBSITE OR WEBSITE SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE WEBSITE SERVICES DURING THE PERIOD OF 3 MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING OR 1000 USD, WHICHEVER AMOUNT IS LESS.

### **INDEMNITY**

You agree to defend, indemnify and hold us, our subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your Contributions, use of the Website, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Below is given our local Partners list. Our Partners are the licensees responsible for Website operation, services and products promotion, marketing, sublicensing (to you) of our Content and payment receipt in each respective country.

<b>Country (Region)</b>	<b>Partner name</b>	<b>Address and contact details</b>
Russian Federation	IE Denis Kulkov	<b>Phone:</b> +7 999 219-45-85 <b>Email:</b> den@skillsetter.io
Ukraine	IE <a href="#">Vlad Yakupov</a>	<b>Phone:</b> +38 050 600 65 10 <b>Email:</b> vlad@skillsetter.io
Cyprus and worldwide (other counties not indicated above)	We, Skillsetter LTD act directly on own behalf	<b>Address:</b> 28 October street, 367, MEDITERRANEAN COURT, Floor 1, Flat A5, Limassol

For any queries with respect to Services provision, Content availability or payment issues, please contract your local partner among listed above.

#### **Contact Us**

Our details:

- If you feel like something is missing or misleading in our Terms of Use or Privacy Policy, please feel free to notify us.
- You can contact us by sending an email to [hello@skillsetter.io](mailto:hello@skillsetter.io)
- Terms of Use was last modified on 17/01/2022.