

SKILLOGY LIMITED

WEBSITE TERMS AND CONDITIONS

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These Web Site Terms and Conditions (the "**Terms**"), which incorporate the [Privacy Statement](#), govern your use of this Skillogy web site and Skillogy learning centre (the "**Site**"). By accessing and browsing the Site you accept these Terms and the [Privacy Statement](#). If you do not agree to them please do not use this Site.

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- use the Site for the posting or transmitting of any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind;
- upload files that contain viruses, "Trojan Horses", worms, cancelbots, corrupted files or other such similarly destructive features; or
- in any other way damage, disable or impair the operation of this Site or attempt to gain unauthorised access to the Site or to networks connected to it, through hacking, spoofing or other such similar means.

Copyright

The Content of the Site is protected by copyright, database right, trade mark law and other international intellectual property rights. The owner of these rights is Skillogy, its affiliates or other third party licensors. You acquire no rights or licences in or to the Site or any of its Content, other than the limited right to use the Site in accordance with these Terms or in order to use services available on the Site. All product and company names and logos mentioned in the Site are the trade marks or trading names of their respective owners, including Us. You may not modify, copy, reproduce, republish, disassemble, decompile, reverse engineer, create derivative works from, interfere with, display, circulate, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Site, including but not limited to text, graphics, video, messages, code and/or software without Our prior written consent, except where expressly invited to do so, for example, in order to complete any test or questionnaire.

Your Creative Materials

It is Skillogy's policy not to accept or consider creative materials, ideas or suggestions other than those We specifically request. This is to avoid any misunderstandings if your ideas are similar to those We have developed independently. If you transmit to Us by electronic mail or otherwise, any communication or material, you will be deemed to have granted Us and Our affiliates a perpetual, world-wide, royalty-free, irrevocable licence to use such communications or material in any way We deem fit, including granting sub-licences to third parties. Skillogy and its affiliates are free to use any ideas, concepts, know-how or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing

products using such information.

Privacy Policy, Member Account, Password and Security

You are required to complete a registration process in connection with the Site and you must provide current, complete and accurate information about yourself as prompted. We will process your personal information in accordance with Our [Privacy Statement](#). You are solely responsible for all use of and for protecting the confidentiality of any username, email verification and password used by you in connection with the Site. You may not share these with any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Site that comes to your attention.

Services on this Site

If you are interested in signing up to our Pay Per View Services please take the time to read the Pay Per View Terms and Conditions. They will govern your use of those Services. You will be required to indicate your consent to these terms and conditions before you can go on to use the Services.

In the event of any conflict between these Terms and the terms and conditions governing the use of the Licensed Module Fee or Pay Per View Services, the terms and conditions governing those Services shall prevail to the extent that such conflict relates to your use of those Services.

Warranty and Liability

This Site, its Content, and any software products and services offered through it are provided on an "as is" and "as available" basis. We make no representations or warranties of any kind with respect to this Site, its Content, or such software products and services, and to the extent permitted by law, exclude any conditions, representations or endorsements, express or implied warranties or terms, including those as to the availability, quality, timeliness, performance or fitness for a particular purpose of any of the Content, products or services available on the Site.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use, and is compatible with, the Site. We do not make any warranty that the Site or its servers are free from viruses, worms, cancelbots, "Trojan Horses" or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect your computer equipment or other property following your access to, use of, or browsing on the Site or your downloading of any Content. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Save in respect of death or personal injury resulting from Our negligence or fraud, neither Skillogy nor any of its directors, employees or other representatives will be liable for loss or damage (whether direct or indirect) howsoever arising out of or in connection with your use of the Site. We do not accept liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.

Accuracy of Information

Whilst We use reasonable efforts to include accurate and up to date information in the Site, to the fullest extent permitted by law, We exclude all warranties, whether express or implied, or representations as to its accuracy, timeliness or completeness. We do not assume any liability or responsibility for any errors or omissions in the Content of the Site.

Linked Sites

We assume no responsibility for the contents or privacy practices of any other web sites to which the Site has links. We shall not be held responsible or liable for any loss or damages caused by use of or reliance on any content, goods or services available on such hyperlinked sites.

Consequences of Your breach of these Terms

You acknowledge that should you breach these Terms We may suffer loss and damage (which may or may not arise out of third party claims against Us due to any such breach committed by you). You agree therefore that you

will reimburse Us all reasonable costs, losses and expenses (including any of our lawyers' fees) incurred by Us or by our affiliates or licensors, if they are incurred as result of any breach by you of these Terms.

Severance and Waiver

In the event that any provisions of this Agreement are held to be illegal, invalid or unenforceable, such provisions will be severed and the remainder of this Agreement shall continue in full force and effect. No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Termination and Assignment

We reserve the right to terminate your access to this Site at any time with or without cause or notice. Any person who holds such a suspended or terminated account must not re-register on the Site without Our prior consent. We reserve the right to assign or sub-contract any or all of Our rights and obligations under these Terms.

Failure to Perform

We will not be held liable for any breach of these Terms by Us due to causes beyond Our reasonable control.

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If you have any complaints or queries concerning Our services, the licensing of any products from Our Site, technical problems etc, you can contact the Skillogy Customer Services Team by Email at support@skillogy.com

Amendments to these Terms

Skillogy reserves the right to update these Terms at any time. When We do so, We will publish the amended version on the Site home page. These amended Terms will take effect from the time they are first published on the Site, and from then on will govern your use of it. If you do not agree with the amended Terms, you must cease to use the Site.

Entire Agreement

Save as otherwise expressly stated, these Terms (including the [Privacy Statement](#)) contain the entire agreement between Us and you relating to the use of the Site and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between Us and you.

Governing Law

The Terms shall be governed by and construed in accordance with the laws of England. You agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms.

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