

SkillCorner

Website Terms and Conditions

These terms and conditions ("**Terms**") govern the relationship between you, as a visitor and/or user of our [website](#) (the "**Website**") and us, SkillCorner, having our registered office at 5 Passage de la Boule Blanche, 75012 Paris, registered with the Paris Trade and Companies Register under number 818 405 565 ("**we**", "**us**" or "**our**").

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website.

We may make changes to these Terms from time to time which will apply to you from the time the updated Terms are made available on our Website. You are encouraged to review these Terms from time to time.

1. Using the Website

- 1.1 You are only permitted to use the Website in a lawful and proper manner in accordance with all applicable laws and regulations and in accordance with these Terms.
- 1.2 You are solely responsible for having the equipment and appropriate internet connection to be able to access and use our Website.
- 1.3 You may:
 - 1.3.1. view pages from our Website in a web browser;
 - 1.3.2. download pages from our Website;
 - 1.3.3. print pages from our Website; and
 - 1.3.4. stream audio and video files available on our Website.
- 1.4 Except as expressly permitted by these Terms, you must not edit or otherwise modify any material on our Website.
- 1.5 You must not:
 - 1.5.1. republish material from our Website (including republication on another website);
 - 1.5.2. sell, rent or sub-license material from our Website;
 - 1.5.3. show any material from our Website in public;
 - 1.5.4. use our Website or any of its materials and content with a view to set up a competing activity or business;
 - 1.5.5. exploit material from our Website for a commercial purpose; or
 - 1.5.6. redistribute material from our Website.
- 1.6 We reserve the right to restrict access to areas of our Website, or indeed our whole Website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Website.

2. Acceptable use

2.1 You must not:

- 2.1.1. use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
- 2.1.2. use our Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- 2.1.3. use our 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;
- 2.1.4. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent;
- 2.1.5. access or otherwise interact with our Website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- 2.1.6. use data collected from our Website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

2.2 You must not use data collected from our Website to contact individuals, companies or other persons or entities.

2.3 You must ensure that all the information you supply to us through our Website, or in relation to our Website, is true, accurate, current, complete and non-misleading.

2.4 You must not use our Website in a way that in any way that would be derogatory to us, our Website or of any third party, harmful or infringing or in a way which would infringe any third party rights including intellectual property rights and/or data privacy rights.

3. Intellectual Property Rights

3.1 Subject to the express provisions of these Terms:

- 3.1.1. we, together with our licensors, own and control all the copyright and other intellectual property rights in our Website and any and all materials and content on our Website; and
- 3.1.2. all the copyright and other intellectual property rights in our Website and the materials and content on our Website are reserved. You may only use our Website and its content as described under these Terms.

4. Products and Services

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may

obtain from them. We have no control over the content of those sites or resources and take no responsibility or liability in relation thereto.

5. Warranty & Liability

- 5.1. We will exercise all reasonable skill and care in providing the Website.
- 5.2. We do not warrant or represent:
 - 5.2.1. the completeness or accuracy of the information published on our Website;
 - 5.2.2. that the material on the Website is up to date; or
 - 5.2.3. that the Website or any service on the Website will remain available.
- 5.3. We reserve the right to discontinue or alter any or all of our Website services, and to stop publishing our Website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Website services, or if we stop publishing the Website.
- 5.4. To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our Website and the use of our Website.

6. Limitations and exclusions of liability

- 6.1. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 6.2. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 6.3. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 6.4. Save for any claim that cannot be limited or excluded by law, personal injury or death caused by our negligence or fraud, you acknowledge that our only liability to you for any claim under these Terms shall be limited to an amount equal to £1,000.

7. Your Liability

You shall indemnify us against any losses, damages, expenses and liabilities we suffer as a result of: (a) a breach by you of these Terms; and/or (b) any claim that your use of our Website infringe any third party rights including intellectual property rights and/or data privacy rights.

8. Termination

We may terminate your use of our Website or suspend it (whether for a set period of time or permanently) for any reason at our sole discretion without liability to you.

9. Breaches of these Terms

- 9.1. Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may:
- 9.1.1. send you one or more formal warnings;
 - 9.1.2. temporarily suspend your access to our Website;
 - 9.1.3. permanently prohibit you from accessing our Website;
 - 9.1.4. block computers using your IP address from accessing our Website;
 - 9.1.5. contact any or all of your internet service providers and request that they block your access to our Website;
 - 9.1.6. commence legal action against you, whether for breach of contract or otherwise; and/or
- 9.2. Where we suspend or prohibit or block your access to our Website or a part of our Website, you must not take any action to circumvent such suspension or prohibition or blocking.

10. Data Protection

We will only process your personal data in accordance with our [Privacy Notice](#).

11. General

- 11.1. Any failure or delay by us to enforce any of our rights under these Terms is not to be taken as or deemed to be a waiver of any of our rights.
- 11.2. These Terms are not intended to be for the benefit of, and shall not be exercisable by, any person who is not party to these Terms.
- 11.3. If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 11.4. If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 11.5. These Terms, together with our Privacy Notice, shall constitute the entire agreement between you and us in relation to your use of our Website and shall supersede all previous agreements between you and us in relation to your use of our Website.
- 11.6. These Terms are governed by the laws of England and you and us agree to submit to the exclusive jurisdiction of the English Courts.