

Skillmea - Terms of Service

1. Terms of service provision

1.1. Welcome to Skillmea! These terms of service ("Agreement" or "Terms") are an agreement between you ("you") and the Company Skillmea digital s.r.o. , ID number: 21858918, headquarters Roháčova 145/14, 130 00 Prague 3, Žižkov, Czech Republic entered in the commercial register by the manager Municipal court in Prague, file mark C 407600 ("Skillmea" or "we") and our affiliates, such as Skillmea SK s.r.o., ID number: 546 40 229, registered office at Kultúrna 278/17, Žilina, Slovak Republic, registered under registration number VVS/1-900/90-40703 at the Ministry of the Interior of the Slovak Republic. Skillmea is a platform that provides online educational services in the field of information technology and other fields to its users (hereinafter referred to as "Users"). You must read, agree to, acknowledge and accept all of the terms contained in this Agreement in order to use our website and all affiliated websites, including mobile websites and applications owned and operated by us, our legal predecessors or successors, or our affiliates (collectively, the "Platform"), participate in our educational courses ("Courses") through the Platform, and use all services, applications, software, features and products that are accessible through our Platform and which refer to this Agreement (together with the Platform "Services"), whether provided by us or our affiliates. The materials contained in this Platform are protected by the relevant generally binding copyright and trademark regulations. Your use of the Services is subject to the Education Course or Subscription Order ("Order") and the terms of this Agreement, which may be updated from time to time. Your Agreement with us also includes the Privacy Policy available at <https://skillmea.sk/protection-of-personal-data>. Please read this Agreement carefully and make sure you understand it. If you do not understand or accept any part of this Agreement, you may not use the Services.

1.2. By using Skillmea, you agree to these Terms and any other policies and terms we post. Read them carefully and do not hesitate to contact us if you have any questions. You can find information about our personal data practices in our Privacy Policy, including our Cookie Policy. We may collect and use your personal information in accordance with this policy.

1.3. Some of the articles in these Terms contain a summary called "TLDR" at the beginning of the article. These summaries are not legally binding. Familiarize yourself with all of your rights and obligations under these Terms by reading these Terms in their entirety.

2. Skillmea User Account

TLDR: You are responsible for your account. By creating an account and using the Service on behalf of a company, you confirm that you have all the necessary authority to act on behalf of that company.

2.1. When you create an account, you must provide us with accurate information in good faith, and you agree to keep it updated if it changes. If you wish to create an account and use the Services on behalf of a company, you warrant to us that you have all necessary authority to bind that company to these Terms. To create an account and use the Service on behalf of the company, you must first create a user account and then create a so-called company account (hereinafter referred to as "Company Account").

2.2. You are responsible for the security of your account and for anything that happens when anyone is logged into your account. If you believe your account has been compromised, please contact us immediately.

2.3. We will need the following information to create your user account:

- Name and surname,
- E-mail address,
- Creating a password.

2.4. You can view the following information in your user account: your data, your orders and invoices, your certificates from completed Courses.

3. Skillmea Business Account

TLDR: You can invite your employees to participate in the Course through the Company Account. In the Company account, you will get an overview of which Courses your employees have completed. After the employee has registered for the Course, the Company Account

Administrator will have a time-limited opportunity to moderate employee access and remove access.

3.1. To create a Company Account, we will need the following information:

- Trading company
- Company address
- Main domain
- IČO / registration number of the non-profit organization
- Phone number

3.2. In your Company account, you can view the following information: your orders, your employees, courses completed by your employees.

3.3. After the creation of the Company account, it can be verified by us. In the event that it is not an existing company or in the event that the Company Account was established by a User who is not authorized to do so, we are entitled to delete the relevant Company Account.

3.4. Through the Company account, you can invite your employees to take courses. You can invite your employees through an e-mail invitation or by sharing a link, based on which employees can register as Platform Users and participate in Courses according to the number of accesses of your subscription. The User who established the Company account (hereinafter referred to as the "Company Account Administrator") is entitled within 7 days from the date of establishment of the account of the invited User through the Company Account to withdraw the User's access to the Courses through the Company Account. If the Company Account Administrator does not remove the User's access within 7 days from the date of the User's registration to the Course through the Company Account, this User is entitled to use the Services through the Company Account for the duration of the subscription.

4. Abuse

TLDR: Do not violate our policies or laws, if you do, we may terminate your account or take further action against you. The opinions of Users and Instructors expressed on our Services do not represent our opinions.

4.1. You are responsible for all activity on your account and for all activity while taking Courses through our Platform. If you violate any of our policies or terms, we may terminate your account or your access to the Courses.

4.2. Do not do anything illegal, dishonest to others or that would technically abuse our Platform.

4.3. Our policies and terms cover most potential issues, but if you find a new and creative way to harm Skillmeu or cause harm to us or our community, we may take action at our discretion to prevent you from doing so.

4.4. The opinions of Users and instructors who lead the Courses offered by us (hereinafter referred to as "Instructors") expressed on our Platform do not represent our opinions.

5. Users

TLDR: A User is an individual who uses our Services by using the Courses offered by us. The user must create an account and, in the case of using the Service, pay for a specific course or subscription.

5.1. User is a natural person who uses our Services by participating in the Courses offered by us. If you want to become a User, you must register on our Platform and provide us with the correct information that we need to create an account for you. Once you complete your registration, you can order individual Courses or access all Courses in accordance with your subscription type.

5.2. The following events will result in the loss of access to our Services:

- the expiration of your subscription period;
- payment method failure without immediate remedy;
- material breach of these Terms.

5.3. If you are located in a jurisdiction where Skillmea is required to charge and collect tax (eg VAT or sales tax) and the transaction is subject to that tax, then that tax will be added to the total fee. With the exception of rare cases, this tax will be displayed when you initially sign up for a subscription or order of individual Courses. Since the tax is largely dependent on your location, you are responsible for maintaining a complete and up-to-date address (domicile).

5.4. Before paying the price of the Course, the User is obliged to test and check whether the playback of the video tutorials works with his technical equipment (hardware and software) and the Internet connection used. The free introductory demo videos on the site are used for this testing skillmea.sk. By paying the price of the Course, the User confirms that playback is fully functional within his technical equipment and accepts the same quality and method of playback for the Service itself.

6. Courses

TLDR: Users can get time-limited or unlimited access to all Courses on the Platform by subscription. The content of individual Courses is not public and serves only Users with a subscription.

6.1. Skillmea provides educational courses through the Platform.

6.2. The user can pay for a subscription and get time-limited or time-limited access to all Courses on the platform. You can find more about the subscription in article 7. Conditions.

6.3. All materials and content of the Course are non-public and accessible only to Subscribers. The user is not authorized to share any content of the Course or its part with other persons. If the Course includes educational materials that can be backed up and saved, the User is entitled to use these materials for personal use even after completing the Course or ending the subscription.

6.4. We reserve the right to provide selected Courses for free to registered Users.

7. Subscription

TLDR: We offer different types of subscriptions for the User. Your subscription will be automatically renewed after the subscription period expires. Subscription payments are processed by our GoPay payment processor.

7.1. We offer different types of subscription according to the length of time of access to Courses on the Platform. For the duration of your subscription, you have unlimited access to all Courses on the Platform.

7.2. The terms of your subscription depend on the type of subscription you choose. Details and prices of individual subscriptions can be viewed when logging in to the subscription type at <https://skillmea.sk/subscriptions> and also in the confirmation email sent after each successful payment for your subscription.

7.3. After the subscription period expires, your subscription will be automatically renewed. We will notify you before automatically renewing your annual subscription. If you do not cancel your subscription, your current subscription will be automatically renewed. After 12 monthly payments for a lifetime subscription, automatic payment renewal will be discontinued and considered paid. You can cancel automatic subscription renewal at any time in your User Account settings. It is not possible to cancel a paid subscription. In the event that you do not use the Services in any way during the duration of the subscription, you will not be entitled to any compensation for not using the subscription or a refund of the subscription price. 8.

8. Platby

8.1. As part of the payment, you can choose one of the following payment methods: cashless transfer based on the issued invoice, online payment via GoPay or selected benefit vouchers.

8.2. You expressly understand and agree that Skillmea is not responsible for any payments and monetary transactions that occur as a result of your use of the Services. You expressly understand and agree that in the case of online payment, these payments are processed by the payment processor GoPay (<https://www.gopay.com/sk/>). If you want to subscribe in this form, you will need to add a payment card to GoPay. When adding a payment card, you agree to store payment data in the GoPay payment gateway, which handles data according to the international security standard PCI-DSS Level 1. At the same time, you agree that Skillmea will not be responsible for any problems related to financial and monetary transactions between you and any by another party, including the company operating GoPay.

8.3. You may not use stolen or unauthorized payment or credit cards for Skillmea overpayments through the GoPay payment processor.

8.4. To the extent permitted by law, Skillmea reserves the right to change its payment processors at any time and without prior notice. Skillmea does not store any payment card information.

8.5. Depending on your location, some banks may charge you a foreign transaction fee when you pay the subscription fee. Skillmea has no control over this fee. Please contact your bank for more information.

8.6. In the case of ordering a subscription within the Company account, you can pay by bank transfer on the basis of the issued invoice. In the case of the first payment within the Corporate Account, you will gain access to the Service after paying the relevant invoice. In the case of repeated subscriptions within the Corporate Account, you will gain access to the Service at the time of ordering the subscription.

8.7. We reserve the right to change our fees in the future and to charge additional fees for any type of transaction.

9. Dane

TLDR: We collect and report what we are required to collect and report. If we are required to collect any financial transaction tax, the applicable tax will be charged in addition to the subscription fee.

9.1. We collect tax identification data and report them to the financial authorities, as long as we are required to do so by generally binding legal regulations.

9.2. We are responsible for a number of taxes from financial transactions in various jurisdictions. These include, but are not limited to, VAT on payments for electronically provided services.

9.3. In jurisdictions where Skillmea is required to collect financial transaction tax from Users, Subscription fees from Users will reflect the amount plus applicable tax. The applicable tax will not be deducted from the subscription fee, but will be charged in addition to the subscription fee. After payment, the tax amount will be automatically deducted and remitted to the relevant financial office.

10. Limitation

TLDR: We do not allow content that violates our policies/terms or the law. If we believe that content violates our policies/terms or the law, we may remove it at our sole discretion. The User's account is non-transferable and non-transferable.

10.1. We do not allow content that violates our policies/terms or the law. The summary of these rules is that we do not allow:

- illegal content;
- content that is rude to other people;
- content that uses the intellectual property of others, in the absence of a written permission for its use or the use is not protected by the principle of "fair use";
- pornographic content.

If we reasonably believe that any content on our Platform violates these terms or may harm us, our Users, Instructors or another third party, we may remove such content at our sole discretion.

10.2. The account is tied to the User and cannot be used by another entity, sold to another entity or transferred to another entity.

11. Refunds

If you are not satisfied with our Service, you can contact us within 14 days from the date of payment of the subscription or Course with a request for a refund. Refunds will be issued at our sole discretion.

12. Our roll

TLDR: We try to monitor course content on our Platform to identify potential violations of these Terms, other policies/terms, or laws. If you come across any violations, please let us know!

12.1. We proactively monitor Courses offered on our Platform to ensure that Users and Instructors are complying with these Terms. We also investigate reports of potential violations.

12.2. In most situations, we will work with Users or Instructors to resolve potential violations and allow Users to continue using Skillmea. Canceling or blocking an account is not a decision we take lightly, and we only do it in the most extreme cases.

12.3. Skillmea reserves the right to remove any User, course or content from the Platform.

12.4. If you suspect that someone has violated these Terms, please let us know.

12.5. We are constantly testing new features to improve our services. We can add or remove features and test features with a random subset of our community. If we believe that features differ significantly from these Terms, we will explain those differences to you during testing.

13. Account Deletion

TLDR: You can delete your account if you want, contact us.

13.1. If you want to permanently delete your account, contact us via e-mail info@skillmea.sk.

13.2. We may delete or suspend your account at our discretion at any time. We may also cancel any of your subscriptions at our discretion.

13.3. These terms remain in effect even if you no longer have an account.

14. Content provided in the Courses and on the Platform

TLDR: Skillmea is not responsible for the content of the courses on the Platform.

14.1. Skillmea is not responsible for the content of individual Courses, videos and educational materials available on the Platform and for their impact on individual Users.

14.2. Skillmea is not responsible for the correctness and up-to-date information of the individual Courses. However, we try to the best of our ability to keep the content up-to-date and content-correct. 14.3. Skillmea excludes any liability for

- A. unavailability of Services,
- B. deletion of any content or user data.

14.3 We reserve the right to cancel the Course, modify its content or block access to the Course on the Platform at any time in response to a violation or suspected violation of these Terms.

14.4. The User bears all risks associated with the use of the Service and the use of any Course content, including reliance on the quality, integrity, accuracy, completeness or usefulness of such content. We may remove any content, including content that we determine does not serve the purpose of the Services, violates these Terms, is otherwise unlawful, or is otherwise inappropriate in our sole discretion.

14.5. The respective Instructor is always responsible for the content of the course available on our Platform. The instructor bears full responsibility for such content, including its legality, reliability, accuracy and adequacy.

15. Use of Services

You hereby consent to our collection and use of anonymized data (including metadata, analytical, diagnostic and technical data and usage statistics) related to or resulting from your use of the Services for the purpose of providing the functionality of the Services, further product development, marketing and to verify compliance with these Terms .

16. License

TLDR: We retain all right, title and interest and all related intellectual property rights in the Services and our creations, except for the intellectual property rights owned by the Instructors. We give you permission to use the Services on your computing devices for the duration of the subscription and, in the case of ordering individual Courses, for the entire time that Course is available on the Platform. Updates may be required for your continued use of the Services.

16.1. We retain all right, title and interest in the Services and our creations and all related intellectual property rights, except for the intellectual property rights belonging to the Instructors. The user interface, user experience, icons, presentation layer and elements, messages, layout and display of the Services on screen or generated by the Services are our intellectual property. Individual courses are the intellectual property of the respective Instructor. You may not use, reproduce, distribute, deploy or prepare derivative works of the Services or our creations, and further the works of individual Instructors, except for your personal use, and solely in accordance with these Terms.

16.2. Subject to your compliance with these Terms, we hereby grant you a non-sublicensable, non-transferable and non-exclusive license to use the Services on any applicable computing device for your internal or personal use, and in the case of a Business Account, further for use by your employees or other representatives, by reference or email invitations in accordance with these Terms.

16.3. Services may be updated automatically. Updates may be required for your continued use of the Services.

16.4. Except as noted above, you may not: copy the Services; distribute or share the use of the Services with any third party; modify or create derivative works or improvements to the Services; or sublicense, rent or commercially host the Services. All rights not expressly granted in this paragraph are reserved by us, or by individual Instructors.

16.5. We and our licensors retain all right, title and interest in the Platform, the Services and related intellectual property rights and all copies of the Services.

16.6. You may not reverse engineer or otherwise attempt to derive or derive our source code, our interface or other information from the Services, nor may you circumvent technical protections or other restrictions associated with the Services, except where such activity is expressly permitted by directly applicable law notwithstanding this restriction. You may use any information we provide to you or that you obtain pursuant to this paragraph only for the purposes described in this paragraph and may not provide it to any third party or use it to create any software that is substantially similar to the Services. You may not circumvent any technological safeguards in or related to the Services, or allow access to the Services by unauthorized third-party applications.

16.7. We retain all right, title and interest in all deliverables, software, materials, data, information or content provided to you, other than selected educational (“Outputs”), in support of your use of the Services or in connection with your use of the Services, and all related intellectual property rights. You may not directly or indirectly copy the Outputs or make them available to any third party, either in whole or in part. Upon termination of this Agreement or access to the Services, you will not retain any Outputs and you will destroy all copies of all Outputs. Educational materials of the course, which you can use even after the end of the Course or the expiration of the subscription, but only for your personal use for the purpose for which they were provided, are not considered Output in the sense of this paragraph.

16.8. You agree that any use you make of our intellectual property will inure to the benefit of Skillmea. You will not, directly or indirectly, complete or prepare any application for registration or registration of any of our intellectual property; you will not assert any right, title, license or interest in any of our intellectual property; you will not accept, use, apply for, submit or register, in whole or in part, any intellectual property that, in our sole discretion, may be confusingly similar to our intellectual property or may infringe any of our intellectual property.

17. Third Party Application

TLDR: To get the most out of our Platform, you can grant Skillmea permission to access third-party applications. You can revoke this permission at any time.

17.1. You can grant Skillmea access to your third-party accounts, such as Google or Facebook, to log in to your user account and use any additional features. Each time you connect your third-party account, that third-party account will display a page describing the information Skillmea has access to.

17.2. You may revoke Skillmea's access to these accounts at any time by using the applicable third party's security settings page.

18. Disclaimer

TLDR: Your access to and use of the Services or any Content is at your own risk.

While we try to use automated systems that analyze content to detect infringement and abuse, such as spam, malware and illegal content, your access to and use of our Services or any content is at your own risk. We have the right to make changes and update any information contained in our Services without prior notice. We try to describe each Service offered on the Platform as accurately as possible. However, we do not guarantee that the Service specification, prices or other content provided on our Services are complete, accurate, reliable, current or error-free, and we shall have no liability for them to the fullest extent permitted by law.

19. Indemnification

TLDR: To the extent permitted by law, you will indemnify us against all losses and liabilities, including legal fees, arising out of these Terms.

19.1. To the extent permitted by law, you will indemnify us against all losses and liabilities, including attorneys' fees, arising out of these Terms or related to your use of our Services. We reserve the right to have exclusive control over the enforcement and defense of any claim covered by this provision. If we decide to use this right, you undertake to provide us with all necessary cooperation.

19.2. Your obligation to indemnify us under this clause also extends to our subsidiaries, affiliates, officers, directors, employees, other representatives and third party service providers.

20. Disclaimer of Warranty

TLDR: Skillmea is provided "as is" and without any warranties. 20.1. Skillmea is provided "as is" and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement and any other warranty is excluded to the maximum extent permitted by law. We do not guarantee that Skillmea will be available and up and running 100% of the time, and we accept no responsibility for any downtime of our Services.

20.2. The disclaimer of warranty under this article also applies to our subsidiaries, affiliates and third party service providers.

20.3. You acknowledge and agree that Skillmea is not responsible for the loss of data uploaded to our Platform. We strongly recommend regularly backing up data that you do not want to lose.

21. Limitation of Liability

TLDR: We are disclaimed to the extent permitted by law. If you lose money as a result of your use of Skillmea, any payment to you will be limited to the amount we earned through your use of Skillmea.

21.1. To the extent permitted by law, we shall not be liable for any incidental, consequential, consequential or punitive damages to you arising out of these Terms or your use or attempted use of Skillmea. To the extent permitted by law, our liability for any damages is limited to the amount of money earned by us through your use of Skillmea. We are expressly not responsible for losses associated with unfulfilled benefits or benefits, business interruption, impairment, downtime of the Services, and losses caused by conflicting contractual arrangements.

21.2. For this article, "we" and "our" (and other first-person plural uses) are defined to include our subsidiaries, affiliates, officers, directors, employees, agents, advisors and third-party service providers.

22. Dispute resolution and applicable law

TLDR: Try to resolve any disputes with us amicably. These Terms and Conditions are governed by the legal order of the Slovak Republic and disputes arising from these Terms and Conditions are subject to the exclusive jurisdiction of the relevant courts of the Czech Republic.

22.1. If you have a problem, we recommend that you contact us. If a dispute arises under these Terms or in connection with your use of our Services and cannot be resolved after speaking with us, it will have to be resolved by the relevant courts.

22.2. In the event that a consumer dispute arises between Skillmea and you as a consumer, which cannot be resolved by mutual agreement, you are entitled to submit a proposal for an out-of-court settlement of such a dispute to the relevant entity for the out-of-court settlement of consumer disputes, which is: Českáobchodná inšpekcia Central Inspectorate Department of ADR Štěpánska 15, 120 00 Prague 2, E-mail: adr@coi.cz, Web: adr.coi.cz. Alternatively, you can also use the online dispute resolution platform established by the European Commission, which is available at: <https://ec.europa.eu/consumers/odr/>.

22.3. These Terms and Conditions are governed by and will be interpreted in accordance with the laws of the Slovak Republic, excluding their conflict of laws rules. These Terms do not in any way limit your consumer protection rights to which you may be entitled under the binding laws of your country of residence.

22.4. All disputes arising from these Terms and Conditions are subject to the exclusive jurisdiction of the relevant courts of the Czech Republic.

23. Miscellaneous

TLDR: These Terms and other terms and policies are the entire Agreement between you and us. We may change these Terms and other policies from time to time, and if we change them significantly, we will let you know!

23.1. These Terms and any referenced terms and policies are the entire Agreement between you and us and supersede all prior agreements. If any provision of these Terms and Conditions is deemed unenforceable, that provision will be modified to the extent necessary for its enforceability. If a given provision cannot be modified, it is severed from these Terms and all

other provisions remain in effect. If one of the parties does not enforce a right arising on the basis of these Terms, it does not waive the possibility to enforce such a right in the future.

23.2. The UN Convention on Contracts for the International Sale of Goods (CISG) is specifically excluded from application to these Terms and Conditions.

23.3. We may change these Terms and other policies or terms from time to time. If we make material changes that will adversely affect your rights, we will let you know before the changes take effect. By continuing to use Skillmea after such changes, you accept the modified Terms or policies/conditions.

23.4. Information relating to your account (e.g. payment authorization, invoices, password changes or payment methods, confirmation messages, notifications) will only be sent to you electronically, for example by e-mail to your e-mail address provided during registration.

23.5. If you have any questions or concerns regarding these Terms or other policies/terms, please contact us.

Effective July 1, 2022