

1. Introduction

These terms of service govern your use of the Skillbox website and the services available through the Skillbox website.

By using our services, you accept these terms of service in full; accordingly, if you disagree with these terms of service or any part of these terms of service, you must not use our services.

If you register with us, we will ask you to expressly agree to these terms of service.

By registering and agreeing to these terms of service, you agree to enter into a contract with MangoPay SA under the [MangoPay terms and conditions](#); you also agree to the [MangoPay FCA notice](#).

You must be at least 18 years of age to register with us and transact through our services; by registering, you warrant and represent to us that you are at least 18 years of age.

References in these terms of service to "our services" are to the Skillbox website itself, as well as the services supplied by Skillbox and available through the website. For the avoidance of doubt, this phrase does not refer to seller services offered through our website.

2. Use on behalf of organisation

If you use or register with Skillbox in the course of a business, then by so doing you bind both yourself and the person, company or other legal entity that operates that business to these terms of service.

In these circumstances references to "you" in these terms of service are to both the individual user and the relevant person, company or legal entity, except that the rights and obligations of buyers and sellers under these terms of service shall accrue only to that person, company or legal entity.

3. Copyright notice

Copyright (c) 2023 Skillbox.

Subject to the express provisions of these terms of service:

- we, together with our licensors, own and control all the copyright and other intellectual property rights in our services and the material available through our services; and
- all the copyright and other intellectual property rights in our services and the material available through our services are reserved.

4. Permission to use our services

Subject to the other provisions of these terms of service, you may:

- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- print pages from our website for your own use, providing that such printing is not systematic or excessive;
- use our services by means of a web browser; and
- if we make available to you template legal documents or other template documents, adapt those templates for use in relation to the offering of your own services through our website, keep copies of those adapted documents for your own records, and publish the adapted documents on our website and by means of our services only.

Except as expressly permitted by these terms of service or specifically facilitated by functionality that we make available to you, you must not download any material from our services, save any such material to your computer, or edit or otherwise modify any such material.

Unless you own or control the relevant rights in the material, you must not:

- republish material from our services (including republication on another website);
- sell, rent or sub-license material from our services;
- show any material from our services in public;
- exploit material from our services for a commercial purpose; or
- redistribute material from our services.

Subject to the other provisions of these terms of service, we reserve the right to suspend or restrict access to our services, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to our services during server maintenance or when we update the website software. You must not circumvent or bypass, or attempt to circumvent or bypass, any such access restriction measures.

5. Misuse of our services

You must not:

- use our services in any way or take any action that causes, or may cause, damage to the services or impairment of the performance, availability, accessibility, integrity or security of the services;
- use our services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- hack or otherwise tamper with our services;
- probe, scan or test the vulnerability of our services without our permission;
- circumvent any authentication or security systems or processes on or relating to our services;
- use our services 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;
- impose an unreasonably large load on our resources (including bandwidth, storage capacity and processing capacity);
- decrypt or decipher any communications sent by or to our services without our permission;
- 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 services without our express written consent;
- access or otherwise interact with our services using any robot, spider or other automated means, except for the purpose of search engine indexing;

- use our services except by means of our public interfaces;
- violate the directives set out in the robots.txt file for our website;
- use data collected from our services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
- do anything that interferes with the normal use of our services.

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

6. Registration and accounts

You may register for a Skillbox account by completing and submitting either the buyer or seller account registration form, agreeing to these terms of service and clicking on the verification link in the email that we will send to you.

Both buyers and sellers must then:

- complete their Skillbox account information (see Section 7 for more information about seller account information); and
- contract directly with our nominated payment services provider, MangoPay SA, on MangoPay's standard terms of service.

You undertake to comply with all the provisions of your contract with MangoPay.

You must keep your account information up to date.

7. Sellers

This Section applies to you if you are, or wish to be, a Skillbox seller offering services to buyers.

To be eligible to be a Skillbox seller, you must be resident in the United Kingdom, or, in the case of companies and other legal entities, you must be incorporated in, or established under the laws of, England and Wales, Scotland or Northern Ireland.

Before becoming active as a seller, you must complete a seller profile. As part of this process, we will ask you to provide information about your qualifications, certifications, insurance and other credentials. You will also need to define the skills packages that you offer, including package prices.

A Skillbox seller must also hold and maintain a UK bank current account capable of receiving payments from MangoPay and must complete the Skillbox "Know Your Client" (KYC) and "Know Your Business" (KYB) processes defined by MangoPay. To complete these processes, you must provide the supporting documentation requested by MangoPay. If a seller does not comply with these obligations, the seller will have no right or ability to withdraw earnings.

You must pay us charges with respect to the KYC/KYB processes, as specified on our website before you begin the process.

If you are unsuccessful in completing the KYC/KYB processes, you must pay to us additional charges as specified on our website.

You acknowledge that, if you create multiple accounts on our website, each account will be subject to separate registration, KYC and KYB requirements, and each will be subject to separate charges.

8. User login details

If you register for a Skillbox account, you will be asked to choose a password.

Your legal name will be your user ID, and this must match the name of the person completing the KYC/KYB process and the name of the person holding the bank account that is notified by you to MangoPay.

You must not use your account for or in connection with the impersonation of any person.

You must keep your password confidential.

You must notify us in writing immediately if you become aware of any disclosure of your password.

You are responsible for any activity on our services arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

9. Reviews of sellers and buyers

We publish reviews of sellers submitted by buyers, as well as reviews of buyers submitted by sellers.

Reviewers are Skillbox users, and are independent from us; accordingly, reviews do not necessarily reflect our views and opinions.

You acknowledge that reviews may be out of date, biased, partial, misleading and/or inaccurate.

You should not rely upon reviews to make decisions or determine courses of action, and you should conduct your own research before making a decision or embarking upon a course of action.

We will not be liable to you for any loss or damage arising from any reliance you may place on any review published through our services.

10. Submitting reviews

If you have transacted with a seller through Skillbox, you may submit a review of that seller; and if you have transacted with a buyer through Skillbox, you may submit a review of that buyer.

Your reviews must be honest, reasonable and bona fide reviews of a seller or buyer (as the case may be).

You must not post a review if:

- you have a financial interest in the subject matter of the review;
- you are an owner, partner, member, employee, business partner or affiliate of any person who has a financial interest in the subject matter of the review; and/or
- you are otherwise connected with, or related to, any person who has a financial interest in the subject matter of the review.

You acknowledge that we may publish and otherwise use, in conjunction with your reviews, your user ID, but we shall have no obligation to do so.

You hereby waive all your moral rights in your reviews to the maximum extent permitted by applicable law and warrant that all other moral rights in your reviews have been waived to the maximum extent permitted by applicable law.

11. Job postings and seller listings

All registered Skillbox users may make job postings, specifying services that they wish to buy. If you are a seller, you will also be able to submit a seller listing.

Postings and listings will be automatically processed following submission.

Subject to the other provisions of these terms of service, we reserve the right to reject, unpublish and/or delete any postings or listings that breach these terms of service or that do not meet any additional guidelines for postings and listings that we may publish from time to time.

If we permit the publication of a posting, it will usually remain published for a period of 30 days, although the user may extend this period by purchasing one or more bolt-ons.

If we permit the publication of a listing, it will usually remain published indefinitely, until such time as the user hides or deletes the listing, and subject to these terms of service.

Postings and listings submitted must be true, fair, complete and accurate in all respects.

Postings and listings must constitute bona fide postings or listings (as the case may be) relating to the provision of a service to United Kingdom-based consumers and/or businesses.

Postings and listings must be allocated to the appropriate skill category and skill. If you cannot identify an appropriate skill category or skill for a posting or listing, please let us know using our "suggest a skill category and/or skill" function.

We reserve the right to remove or amend skill categories and skills, and to reallocate postings and listings between skill categories and skills, at any time.

You must keep your postings and listings up to date using your dashboard; in particular, you must remove any posting in respect of a job that is no longer open, and you must remove any listing with respect to a service that is no longer available.

You must ensure that all budgets and prices specified in or in relation to a posting or listing are in pounds Sterling only.

12. Your services: rules

The only services that may be offered to Skillbox users or may be the subject of a Skillbox listing are services falling within the pre-defined skill categories and skills specified through our services. (Although, as noted above, you should contact us if you would like us to add a new skill category or skill.)

You must not use our services to advertise, buy, sell or supply physical products, intangible products or downloadable products. You are not, however, prohibited from providing a service that includes the provision of such products as a subsidiary element, or a service that results in the creation of such products.

You must not use our services to advertise, buy, sell or supply through or in relation to our website any service that:

- breaches any law, regulations or code, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;
- involves deception or plagiarism;

- involves the supply, distribution or publication of any material that would, if published via our services by you, contravene the provisions of these terms of service (including without limitation Section 5 and Section 22); or
- relates to drugs, narcotics, steroids or controlled substances; relates to pornography or obscene, indecent or sexually explicit materials; encourages or facilitates criminal acts or civil wrongs; or encourages or facilitates the infringement of any intellectual property right.

Without prejudice to the foregoing requirements and prohibitions, you must not:

- operate any prohibited business types through or in relation to our website; or
- advertise, buy, sell or provide any of the prohibited products or services,

specified by our payment services provider from time to time. A current list of those prohibited business types, products and services can be seen at:

<https://www.mangopay.com/prohibited-businesses>

13. Services marketing

You can find out about the additional distribution channels and affiliate programmes through which we might market the services offered by sellers by writing to us using the contact details below.

14. Data

You may, if you have a seller account, during the term of a contract under these terms of service, access your account information and transaction information by logging into the website.

We will have access to all information provided or generated by you and other users in the course of the use of our marketplace services.

We may provide to third parties the information provided or generated by you and other users in the course of the use of our marketplace services in the following circumstances only:

- where reasonably necessary for the proper functioning of our services or in order to improve or expand our services; and
- in the case of personal data, in accordance with our privacy policy.

You will have no contractual right under these terms of service or otherwise to access information provided or generated by you or by other users when using our marketplace services, except during the contract term as specified in this Section 14.

15. The buying and selling process

You agree that a contract for the purchase and supply of a service or services will come into force between a buyer and a seller and, accordingly, the buyer will commit to purchasing and the seller will commit to supplying the relevant service or services, in accordance with the following process:

- the buyer must identify the required seller and skills package (whether by searching on the website or after being contacted in response to a job posting), and click "Select" or "Proceed to Order Details";
- the buyer will then be taken to an order details page, where the buyer can review any relevant order information (and, if necessary, go back to correct the information);
- the buyer must then click "Order and Proceed to Payment", after which the buyer will be able to make payment through our payment services provider (we do not handle payments or hold payment details ourselves);

- the seller should then click "Start this Order";
- before accepting an order, the seller may request additional information from the buyer, and the parties may agree additional particulars of the order using our "Order Requirements" system;
- the seller may accept an order by either: (a) clicking "Accept Order Requirements" following an exchange of messages with the buyer regarding such requirements; or (b) clicking "No" in response to a query as to whether there are any "Order Requirements"; unless one of these things happens, the order will not be considered to have been accepted by the seller;
- once the order has been accepted by the seller, the contract between the buyer and the seller will come into force, and on behalf of the seller we will send the buyer an order confirmation; and
- if the payment is made but the seller has not accepted the order, then either party may cancel the order (in the buyer's case, by sending a cancellation request to Skillbox or the seller), and the buyer will receive a full refund of any payment made (subject to our payment services provider's terms and conditions).

Without prejudice to the parties' other rights, if the seller does not click "Start this Order" within the period of 48 hours following the making of a payment by the buyer, the buyer may cancel the proposed order using the website interface. If the seller clicks "Start this Order" after the end of that 48-hour period and the buyer has not so cancelled, the button on the website facilitating such cancellation will disappear.

Once the contract between the buyer and the seller has come into force, the buyer and seller may utilise the "Order Requirements/Conversation Panel" provided to communicate, monitor progress and action requests related to the Order. The seller will also utilise the same Panel to advise the buyer that their Order has been delivered. If the buyer has not actioned the Order delivery (by either accepting or declining the Order) within 10 days of the Order Delivery Date, then the Order will be deemed to have been successfully fulfilled and the seller will be automatically paid in full.

16. Terms and conditions of supply

Skillbox sellers are responsible for creating legal notices applying to their relationships with service buyers, and for making those legal notices available to buyers using the relevant functionality that we make available as part of our services.

Sellers must ensure that:

- the seller's legal notices are sufficient to meet the seller's legal disclosure obligations and other legal obligations;
- to the extent required by applicable law, the seller registers with relevant tax authorities and pays all relevant taxes in relation to the seller's supplies of services; and
- the seller complies with all laws applicable to their service listings and supplies of services, including where applicable the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002.

Except to the extent that a buyer and seller expressly agree otherwise, the following provisions will be incorporated into the contract for the supply of services between the buyer and the seller:

- the price for the services will be as stated in the relevant service listing;
- other amounts and VAT and other taxes will only be payable by the buyer if this is expressly and clearly stated in the service listing;
- provision of the services must be made within 30 days following the date the contract for the supply of the services comes into force or such shorter period as the buyer and seller may agree;
- appropriate means of provision of services must be used by the seller;

- services must be provided in accordance with applicable law (including applicable licensing and insurance requirements) and with reasonable care and skill, and must conform in all material respects to the description of the services in the service listing and any other description of the services supplied or made available by the seller to the buyer; and
- the seller warrants that any works supplied by the seller to the buyer during the course of the supply of the services will not infringe any third party's intellectual property rights or other legal rights.

Unless the buyer and seller agree to the alternative treatment of the relevant rights, any intellectual property rights in any works created by the seller during the course of the supply of the services are hereby licensed by the seller to the buyer from the date of supply of the relevant works to the buyer on the basis of a worldwide exclusive royalty-free perpetual licence of all such rights. The seller must promptly, following receipt of a written request from the buyer, assign to the buyer (in writing and in compliance with all other applicable formalities) all such rights.

If the seller is a trader and the buyer is a consumer, then except to the extent that a buyer and seller expressly agree otherwise in compliance with applicable law, the provisions of Section 17 shall be incorporated into the contract for the supply of services between the buyer and the seller. The buyer and the seller acknowledge however that, depending upon the nature of the contract and the services, additional provisions may be required to ensure that the contract complies with applicable distance selling rules.

Both buyers and sellers undertake to comply with the agreed terms of service of supply.

17A. Distance contracts: cancellation right when buying from sellers

This Section 17A applies if and only if the seller is a trader and the buyer enters into a contract with the seller as a consumer - that is, as an individual acting wholly or mainly outside the buyer's trade, business, craft or profession.

The buyer may withdraw an offer to enter into a contract with the seller at any time; and the buyer may cancel a contract entered into with the seller at any time within the period:

- beginning when the contract was entered into; and
- ending at the end of 14 days after the day on which the contract was entered into,

subject to the following paragraph. The buyer does not have to give any reason for the withdrawal or cancellation.

The buyer agrees that the seller may begin the provision of services before the expiry of the period referred to above, and the buyer acknowledges that, if the seller does begin the provision of services before the end of that period, then:

- if the services are fully performed, the buyer will lose the right to cancel referred to above; and
- if the services are partially performed at the time of cancellation in accordance with this Section 17A: (a) the buyer shall receive a full refund of all amounts paid by the buyer to the seller in relation to the contract by means of our payment services provider; and (b) notwithstanding the issue of such a refund, the buyer must pay the seller, independently of the Skillbox platform, an amount proportional to the services supplied.

In order to withdraw an offer to enter into a contract or cancel a contract on the basis described in this Section 17A, the buyer must inform the seller of the buyer's decision to withdraw or cancel (as the case may be). The buyer may inform the seller by means of any clear statement setting out the decision. In the case of cancellation, the buyer may inform the seller using the cancellation form that

the seller will make available to the buyer. To meet the cancellation deadline, it is sufficient for the buyer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

If the buyer withdraws an offer to enter into a contract, or cancels a contract, on the basis described in this Section 17A, the buyer will receive a full refund of any amount the buyer paid to the seller in respect of the contract, except as specified in this Section 17A.

The seller will refund money using the same method used to make the payment, unless the buyer has expressly agreed otherwise. In any case, the buyer will not incur any fees as a result of the refund.

The seller will process the refund due to the buyer as a result of a cancellation on the basis described in this Section 17A without undue delay and, in any case, within the period of 14 days after the day on which the seller is informed of the cancellation.

A buyer will not have any right to cancel a contract as described in this Section 17A insofar as the contract relates to:

- the supply of services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the seller, and which may occur within the cancellation period;
- contracts where the buyer has specifically requested a visit from the seller for the purpose of carrying out urgent repairs or maintenance; or
- the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.

17B. Distance contracts: cancellation right when buying from us

This Section 17B applies if and only if you offer to purchase or purchase bolt-on services from us, or otherwise offer to contract or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:

- beginning upon the submission of your offer; and
- ending at the end of 14 days after the day on which the contract is entered into,

subject to the following provisions of this Section 17B. You do not have to give any reason for your withdrawal or cancellation.

You agree that we may begin the provision of services before the expiry of the period referred to above, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

- if the services are fully performed, you will lose the right to cancel referred to in this Section 17B;
- if the services are partially performed at the time of cancellation, you must pay us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 17B.

In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 17B, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you

may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 17B, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 17B.

We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

We will process the refund due to you as a result of a cancellation on the basis described in this Section 17B without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

18. Marketplace commission and payment processing fees

Skillbox sellers must pay us commission and payment processing fees in respect of each sale of services made through our marketplace.

Commission and payment processing fees shall be payable at the rate or rates specified on our website, or elsewhere through our services, from time to time.

Our payment services provider will deduct our commission and payment processing fees due from amounts held or processed by the provider on behalf of the seller.

All amounts stated in these terms of service or on our website are stated exclusive of VAT, and if we register for VAT then it will be payable in addition to those amounts.

If we are required by applicable law to make any VAT deductions to or on payments made by us to a seller or processed by us on behalf of a seller under these terms of service, we shall remit those deductions to the relevant government or tax authorities. We shall provide written evidence of any such tax payments to the seller. The seller must reimburse us in respect of such tax payments and, without prejudice to our other rights under these terms of service, we may deduct an amount equal to any such tax payments from payments due to the seller under these terms of service.

Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us under or in relation to these terms of service. We may supply such information and/or documentation to relevant government and tax authorities.

We may vary commission rates and payment processing fees (and we may introduce additional fees and charges) from time to time. We will do this by publishing new rates on our website or elsewhere through our services, but this will not affect any liability to pay commission, fees or charges that accrues before the new rates are posted.

19. Disputed payments etc

If you dispute any payment made in relation to our services, you must contact us immediately and provide full details of your claim.

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- an amount equal to the amount of the charge-back;
- all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- an administration fee of GBP 100.00 including any applicable VAT; and
- all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this paragraph (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or another financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this paragraph.

If you owe us any amount under or relating to these terms of service, we may suspend or withdraw the provision of services to you.

We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

20. Our role

You acknowledge that:

- we do not check Skillbox users' credit worthiness or bona fides, or otherwise vet them;
- we do not check, audit or monitor the information contained in postings and listings;
- we are not a party to any contract for the sale or supply of services advertised through our services (except the marketplace services made available to buyers and sellers under these terms of service);
- we are not responsible for the provision of any seller services or for any activities conducted outside the Skillbox platform;
- we are not involved with or responsible for any physical goods or products to be delivered to buyers, or any shipping arrangements relating to such physical goods or products; and
- we are not involved in any transaction between a buyer and a seller in any way, save that we facilitate a marketplace for buyers and sellers,

and accordingly, we will not be liable to any person in relation to the offer for sale or supply of any user services advertised through our services; furthermore, we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale or supply of any services and we will have no obligation to mediate between the parties to any such contract.

You acknowledge that we cannot be held responsible for the behaviour of our users, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and we will not be liable in respect of any loss or damage arising out of any user behaviour or user information.

We are not an employment agency or employment business for the purpose of The Conduct of Employment Agencies and Businesses Regulations 2003.

21. Our rights to use your content

In these terms of service, "your content" means:

- your job postings, service listings and account information;
- communications you send to us or through our services;
- your reviews of buyers and sellers using our services;
- all other works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our services for storage or publication on, processing by, or transmission via, our services.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and publish your content on and in relation to our existing and future services. You grant to us the right to sub-license these rights and to bring an action for infringement of these rights.

You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

You may edit your content to the extent permitted using the editing functionality we expressly make available to you.

Without prejudice to our other rights under these terms of service, if you breach any provision of these terms of service in any way, or if we reasonably suspect that you have breached these terms of service in any way, or any of your content creates or is liable to create material risks to our business, we may delete, unpublish or edit any or all of your content.

22. Abuse and rules about your content

You warrant and represent that your content will comply with these terms of service.

Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Your content, and the use of your content by us in accordance with these terms of service, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court or in breach of any court order;
- be in breach of racial or religious hatred or discrimination legislation;
- be in breach of official secrets legislation;
- be in breach of any contractual obligation owed to any person;
- depict violence in an explicit, graphic or gratuitous manner;
- be pornographic, lewd, suggestive or sexually explicit;
- be untrue, false, inaccurate or misleading;
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

- constitute spam;
- be offensive, deceptive, fraudulent, misleading, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- cause annoyance, inconvenience or needless anxiety to any person.

Your content must be appropriate, civil and tasteful, and in accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use our services to link to any website or web page consisting of or containing material that would, were it published through our services, breach the provisions of these terms of service.

You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or any other similar complaint.

Save where expressly requested or permitted by us to do so, you must not use our services to publish, send or otherwise communicate any information that may facilitate direct communications with other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, website URLs and social profile IDs and URLs).

You must not repeatedly cancel or purport to cancel orders entered into via the website where you have no legal right to do so.

23. Report abuse

If you learn of any unlawful material or activity on our website or otherwise available through our services, or any material or activity that breaches these terms of service, please let us know.

You can let us know about any such material or activity by email to hello@skillbox.co.uk or using our reporting and feedback forms.

24. User disputes

In the event of a dispute between a buyer and seller, the parties to the dispute should use all reasonable endeavours to resolve that dispute before referring it to us in accordance with this Section 24. That includes, where reasonable and practicable, buyers give sellers the opportunity to re-perform the services in question.

Subject to the foregoing, either party to a dispute may refer that dispute to Skillbox by sending written details of the dispute to us.

Skillbox may at its discretion choose to act as a mediator in relation to a referred dispute, but shall have no obligation to do so.

Each of the parties to a dispute shall use all reasonable endeavours to assist Skillbox to complete any mediation process within 10 days following its commencement, or such other period as Skillbox may notify to the parties. Skillbox does not however guarantee completion within such period.

Skillbox may cancel any mediation process at any time at its sole discretion.

If a buyer wishes to receive a full *or partial* refund from a seller and the dispute is referred to Skillbox, then:

- if Skillbox declines to mediate the dispute, a full refund shall automatically be given;
- if Skillbox agrees to mediate, but the mediation is unsuccessful or Skillbox cancels the mediation process, a full refund shall automatically be given,

and in these circumstances, the seller should enforce any legal rights it may have to recover the refunded monies directly against the buyer through the courts. The seller shall have no right to claim any refunded monies from Skillbox or Skillbox's appointed payment services provider.

For the avoidance of doubt, the issue of a refund to a buyer in accordance with this Section 24 does not imply that Skillbox agrees with the buyer or disagrees with the seller in relation to the dispute; rather, the issue of a refund is the automatic result of an unsuccessful mediation carried out by means of the Skillbox platform. Accordingly, such a refund does not imply that the buyer is entitled to a refund or that the seller is not entitled to retain the refunded monies.

Skillbox does not usually charge for its mediation services but may require payment from one or both parties to a dispute in any particular case. Any such payment shall be agreed upon by Skillbox with the relevant parties.

25. Suspension and restriction of services

If you are a Skillbox seller and we decide to suspend and/or restrict your account:

- we will provide to you contemporaneous or prior written notice of the suspension and/or restriction;
- alongside that notice, we will provide to you a statement of the reasons for the suspension and/or restriction, unless we are under a legal or regulatory obligation not to do so; and
- if you would like to contest the suspension and/or restriction, you may do so by writing to us using the contact details set out in these terms of service.

Subject to the other provisions of this Section 25, if we decide to suspend and/or restrict your account, we may do so at any time at our sole discretion with or without notice to you.

Where we suspend or restrict access to our services, you must not take any action to circumvent such suspension or restriction (including without limitation creating and/or using a different account).

26. Limited warranties

We do not warrant or represent:

- the completeness or accuracy of the information published through our services;
- that the material published through our services is up to date;
- that our services will operate without fault; or
- that our services will remain available.

We reserve the right to discontinue or alter any or all of our 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 of service, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any services, or if we stop publishing the website.

To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms of service, our website and the use of our website.

27. Limitations and exclusions of liability

Nothing in these terms of service will:

- limit or exclude any liability for death or personal injury resulting from negligence;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms of service, except to the extent permitted by law.

All the limitations and exclusions of liability set out in this Section 27 and elsewhere in these terms of service are subject to the foregoing paragraph. Those limitations and exclusions govern all liabilities arising under these terms of service or relating to the subject matter of these terms of service, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms of service.

To the extent that our services, and the information available through our services, are provided free of charge, we will not be liable for any loss or damage of any nature.

You agree to the publication of reviews relating to you and your business, by others, through our services; you acknowledge that such reviews may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such reviews, irrespective of whether we are aware or ought to have been aware of such reviews.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

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.

We will not be liable to you in respect of any loss or corruption of any data, database or software, subject to our mandatory obligations under applicable law relating to personal data.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

We will not be liable to you for any loss or damage arising out of your use of template legal documents or other template documents that we may make available to you through our services, or out of any failure on your part to take legal advice in relation to such documents and their use.

Our aggregate liability to you in respect of any contract to provide services to you under these terms of service shall not exceed the greater of GBP 100 including any applicable VAT and the total amount paid and payable to us under the contract.

28. Indemnity

You hereby indemnify us, and undertake to keep us indemnified, against:

- any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our services or any breach by you of any provision of these terms of service;
- any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through our services, where that liability arises out of your failure to pay or to register to pay any VAT or other tax properly due in any jurisdiction.

29. Termination

We may terminate a contract under these terms of service at any time in our sole discretion by giving to you written notice of termination, except as specified in this Section 29.

You may terminate a contract under these terms of service at any time using your dashboard.

If you are a seller, however, we may only terminate a contract under these terms of service in the following circumstances:

- you breach these terms of service or act inconsistently with the spirit of these terms of service;
- you breach any applicable laws, infringe the legal rights of any person or create legal liabilities for us or any other person, in each case in relation to your use of our website;
- you abuse our systems, our users or our personnel;
- you are or become insolvent, bankrupt or unable to pay your debts as they fall due;
- you do not respond within 30 days, substantively and reasonably, to communications that we send to you via our website soliciting a response; or you do not respond within 7 days, substantively and reasonably, to such communications relating to disputes with other Skillbox users;
- you do not log into our services, or are otherwise inactive on our website, during a period exceeding 90 days;
- we decide to cease publishing our website or providing our services;
- we decide to make fundamental changes to our services;
- our payment services provider terminates your account;
- your seller listings are repeatedly or persistently reported to us by other users;
- your seller feedback ratings are consistently poor; or
- you willfully or recklessly take any action that is liable to damage our reputation or brand.

If you are a seller and we decide to terminate a contract under these terms of service:

- we will provide to you at least 30 days' prior written notice of the termination, except in the circumstances set out below;
- alongside that notice, we will provide to you a statement of the reasons for the termination, unless we are under a legal or regulatory obligation not to do so; and
- if you would like to contest the termination, you may do so by writing to us using the contact details set out in these terms of service,

providing that the notice period set out above will not apply if we are subject to a legal or regulatory obligation which requires us to terminate the provision of the whole of our marketplace services to you in a manner which does not allow us to respect the specified notice period; nor will it apply if we exercise a right of termination under an imperative reason pursuant to applicable national law; nor will it apply if we can demonstrate that you have repeatedly infringed these terms of service. If the

notice period set out above does not apply, we will nonetheless provide to you, without undue delay, a written statement of reasons for our decision to terminate.

30. Third party websites

The Skillbox website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

We have no control over third party websites and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

31. Trade marks

SKILLBOX, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

The third-party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms of service, we do not endorse and are not affiliated with any of the holders of any such rights and, as such, we cannot grant any licence to exercise such rights.

32. Variation

We may revise these terms of service from time to time.

The revised terms of service shall apply to the use of our website from the date of publication of the revised terms of service on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms of service, subject to the other provisions of this Section 32.

If you are a seller:

- we will notify you in writing of any proposed changes to these terms of service;
- the date upon which the proposed changes will take effect will be specified in our notice to you, but will not be before the expiry of a period of 15 days following the date that we give you the notice; and
- you will have the right to terminate a contract under these terms of service by giving to us written notice of termination before the expiry of the period specified above, in which case a contract under these terms of service will terminate upon the expiry of that period,

but, notwithstanding the foregoing, we may vary these terms of service by giving to you written notice of variation if we are subject to a legal or regulatory obligation which requires us to change these terms of service in a manner that does not allow us to respect the notice period referred to above, or if we have exceptionally to change these terms of service to address an unforeseen and imminent danger related to defending our websites or our users from fraud, malware, spam, data breaches or other cybersecurity risks.

33. General

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of service. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms of service.

If a provision of these terms of service is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these terms of service 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.

A contract under these terms of service is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms of service is not subject to the consent of any third party.

These terms of service 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.

These terms of service shall be governed by and construed in accordance with English law. Any disputes relating to these terms of service shall be subject to the exclusive jurisdiction of the courts of England.

34. Statutory and regulatory disclosures

We will specify on our website or in these terms of service the different technical steps you must follow to conclude a contract under these terms of service, and also the technical means for identifying and correcting input errors prior to the placing of your order.

We will not file a copy of these terms of service specifically in relation to each user or customer and, if we update these terms of service, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms of service for future reference.

These terms of service are available in the English language only.

35. Our details

This website is owned and operated by M Ginete trading as Skillbox.

Our principal place of business is at Skillbox, 27 Old Gloucester Street, London, WC1N 3AX.

You can contact us:

- by post, to the postal address given above;
- using our contact form; or
- by email, using hello@skillbox.co.uk.

Terms of Service updated: December 2023