



## Skilldeal: Terms Of Services ("tos")

### 1. Acceptance Of Terms

A person's use of Skilldeal and any of its Services (as defined below) at any time is subject to Skilldeal's then-current Terms of Services ("TOS"), which may be updated from time to time as set forth below. Each user can review the then-current TOS at any time at: <http://www.skilldeal.be/legal/tos>.

In addition, each user's use of particular Services may be subject to specific guidelines or rules ("Service-specific Rules") posted from time to time and incorporated by this reference into the TOS. A user's use of Skilldeal and/or its Services constitutes full acceptance of and agreement to the TOS; if a user does not accept our TOS, he or she is not granted rights to use Skilldeal or any of its Services, as defined herein, and should refrain from accessing Skilldeal and its Services.

To update the TOS or any Service-specific Rules, we will both post the changed version and its effective date at <http://www.skilldeal.be/legal/tos>. Concurrently with any change to the core TOS, we will email notice of the change to known users at least 15 days (or such shorter or longer time as mandated by law or any judicial or government body) in advance. If we change any Service-specific Rules, we will post the changed version on the location where those Service-specific Rules normally appear, reference the change on the primary page for that Service and include a link to the previous version of the rules.

Skilldeal reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Skilldeal or any Service thereon (or any part thereof) with notice to users and the public as described above, or immediately in the event of technical difficulties. Skilldeal shall not be liable to any user or other third party for any such modification, suspension or discontinuance except as expressly provided herein.

### 2. Registration Obligations

If required by the site in question, each user must: Provide true, accurate, current and complete information on the Service's registration form (collectively, the "Registration Data") and Maintain and promptly update the Registration Data as necessary.

If, after investigation, we have reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that user's account and prohibit any and all current or future use of the Services (or any portion thereof) by that user other than as expressly provided herein.

Each user will receive a password and account designation upon completing the Service's registration process and is wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring thereunder. Skilldeal cannot and will not be liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to Immediately notify Skilldeal of any unauthorized use of his or her password or account or any other breach of security and Ensure that he or she exits from his or her account at the end of each session.

Skilldeal handles user Registration Data in accordance with the Skilldeal Privacy Policy accessible at <http://www.skilldeal.be/legal/privacy>.

### **3. Content**

All information, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever (collectively, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the user, and not Skilldeal, is entirely responsible for all Content that he or she uploads, posts, emails or otherwise transmits via Skilldeal or any Service. No user shall transmit Content or otherwise conduct or participate in any activities on Skilldeal and/or any Service which, in the opinion of Skilldeal's counsel, are prohibited by law in applicable jurisdictions.

Skilldeal will not pre-screen or review Content, but Skilldeal reserves the right to refuse or delete any Content of which it becomes aware which it reasonably deems not to fulfill the Purpose. In addition, Skilldeal shall have the right (but not the obligation) in its sole discretion to refuse or delete any content, which it reasonably considers to violate the TOS or be otherwise illegal. Skilldeal, in its sole and absolute discretion, may preserve Content and may also disclose Content if required to do so by law or judicial or governmental mandate or as reasonably determined necessary by us to protect the rights, property or personal safety of Skilldeal, its users and the public. Skilldeal does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Skilldeal be liable in any way for any Content, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via Skilldeal or any Service thereon.

Each user, by using Skilldeal or any Service, may be exposed to Content that is offensive, indecent or objectionable. Each user must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

### **4. No Resale Of Service**

You also agree to not copy or distribute any of the stories, videos, interviews, or photographs contained within the service, in whole or part, without prior written consent from Skilldeal.

## 5. Termination

A user's account may be terminated for reasons that include, but are not limited to, the following:

- Violation of these TOS;
- Abuse of site resources or attempt to gain unauthorized entry to the site or site resources;
- Use of Service in a manner inconsistent with the Purpose;
- A user's request for such termination; and
- Requirement of applicable law, regulation, court or governing agency order.

Skilldeal's termination of any user's access to Skilldeal or any Service hereunder may be effected without notice and, on such termination, Skilldeal may immediately deactivate or delete user's account and/or bar any further access to such files, that Service or Skilldeal. Skilldeal shall not be liable to any user or other third party for any termination of that user's access or account hereunder. Notwithstanding the foregoing, unless prohibited by law or judicial or governmental order, Skilldeal shall make reasonable efforts to make available all information in a user's account to that user prior to deleting that account or marking that account "inactive", including emailing to the affected user 15-days prior notice of such termination and the location of such user's information, and retaining all information for at least 15 days after emailing such notice.

## 6. Links

Skilldeal, any Service or a third party may provide links to other Websites. Skilldeal exercises no control whatsoever over such other Websites and Web-based resources and is not responsible or liable for the availability thereof or the Content, advertising, products or other materials thereon. Skilldeal shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith.

## 7. Indemnity; Disclaimer Of Warranties; Limitation Of Liability

Each user shall indemnify, defend and hold harmless each of Skilldeal sprl and its affiliates and their respective officers, employees and agents, and any of Skilldeal's website partners from any and all claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of that user's acts or omissions, including claims arising out of that user's use of Skilldeal; his or her submission, posting or transmission of Content or his or her violation of the TOS.

Each user's use of the service is at his or her sole risk. The service is provided on an "as is" and "as available" basis and Skilldeal assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. Each user will be solely responsible for any damage to his or her computer system or loss of data, which results from the download of any such Material. Skilldeal expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Specifically, Skilldeal makes no warranty that (i) Skilldeal or any service will meet your requirements, (ii) any user access will be uninterrupted, timely, secure or error-free, (iii) the quality of any content, products, services, information or other material obtained by any user will meet his

or her expectations, and (iv) any errors in the software will be corrected.

Excluding only damages arising out of Skilldeal's gross negligence or willful misconduct, Skilldeal sprl shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if Skilldeal sprl has been advised of the possibility of such damages), resulting from any user's use or inability to use the service; the cost of procurement of substitute services; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the service; or any other matter relating to Skilldeal or any service. In no event shall Skilldeal sprl 's total cumulative liability to any user or other party under these terms of service or otherwise exceed 1000 euros.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between Skilldeal and any user or other person or entity nor do these terms of service extend rights to any third party. As noted above, Skilldeal does not and cannot control the actions of Skilldeal users, visitors or linked third parties. We reserve the right to report any malfeasance, which comes to our attention to the appropriate authorities.

We do not guarantee continuous uninterrupted or secure access to Skilldeal or any services. Operation of the website may be subject to interference from numerous factors outside our control. Further, scheduled and preventive maintenance as well as required and emergency maintenance work may temporarily interrupt services or access to the website. The disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of or use of any asset, whether arising out of breach of contract, tortuous behaviour, negligence or any other course of action by Skilldeal sprl.

## 8. Trademark Information

Skilldeal, the Skilldeal logo and other Skilldeal trademarks, service marks, and product and service names are trademarks of Skilldeal sprl (the "Skilldeal Marks"). All other marks are property of their respective owners. Users may display or use the Skilldeal Marks in only in accordance with SKILLDEAL Use Guidelines posted at [Skilldeal\\_guidelines.pdf](#).

## 9. Copyrights

Skilldeal respects the intellectual property of all parties and we ask our users to do the same. If a user or other third party believes that its Content has been copied in a way that constitutes copyright infringement, that user or third party should provide Skilldeal with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that has been infringed; A description of where the

allegedly infringing material is located on the Website; The affected user or third party's address, telephone number and email address; A statement by the affected user or third party that he or she has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and A statement by the affected user or third party, under penalty of perjury, that the above information is accurate and that such user or third party is the copyright owner or is otherwise authorized to act on the copyright owner's behalf.

If Skilldeal receives such a claim, Skilldeal reserves the right to refuse or delete Content as described under Section 3 hereto, or to terminate a user's account in accordance with Section 5.

## **10. General Information**

The TOS constitute the entire agreement between each user and Skilldeal. And govern each user's use of the Service, superseding any prior agreements. Each user may be subject to additional terms and conditions that may apply when that user uses affiliate services, third party content or third party software. The TOS and the relationship between each user and Skilldeal shall be governed by the laws of Belgium without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within Belgium. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

## **11. Violations**

Please report any violations of the TOS, any alleged copyright infringements or any other matters to the Skilldeal Support Manager at [contact@skilldeal.be](mailto:contact@skilldeal.be).

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For information about other Content of this page, please see the Terms of Service governing usage of this site at <http://www.skilldeal.be/legal/tos>.

For Skilldeal privacy policy information, please see <http://www.skilldeal.be/legal/privacy>.

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## **12. General Terms And Conditions**

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