

Skillsme Terms of Service

1. Application of Terms

- 1.1. By using the Platform, you confirm that you accept and agree to comply with these Terms, whether or not you become a Member.
- 1.2. Please also read our privacy policy [<https://www.myskillsme.com/Privacy-Policy>] and our Code of Conduct [https://www.myskillsme.com/assets/doc/Code_of_Conduct.pdf], because it will apply to all information you provide to Skillsme and forms part of these Terms. By accepting these Terms, you also accept our privacy policy and Code of Conduct.
- 1.3. If you do not agree to be bound by these Terms including our privacy policy [<https://www.myskillsme.com/Privacy-Policy>] or our Code of Conduct [https://www.myskillsme.com/assets/doc/Code_of_Conduct.pdf], you must not use any part of our Platform.
- 1.4. If you accept these Terms on behalf of a company or other legal entity, you warrant that you have the authority to bind that entity to these Terms.

2. Changes

- 2.1. We may change these Terms at any time by updating them on the Platform. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Platform, you agree to be bound by the changed Terms.

3. Definitions

- 3.1. The following words and phrases have specific meanings wherever you see them used in these Terms:

Account means a Member's account and profile information on the Platform.

Application means a Skillsme application for a mobile phone, tablet or other mobile or peripheral device (if any).

Content means computer code, text, graphics, images, music, software, audio, video, information or other digital materials.

Employer means a Member who has registered to use the Services and/or seeking to engage Seekers, as employees or contractors.

Judge means a Member who has registered to use the Services as a judge by rating coding projects and sharing your feedback and opinions on the Platform.

Member means each Employer, Judge and Seeker and Members means all of them.

Platform means the systems (including the Site, Application and other systems) we provide to the Members and enable the provision of our Services in accordance with these Terms.

Seeker means a Member who has registered to use the Services to practise coding skills or to complete assessments on the Platforms with a view to potentially engaging Employers as employees or contractors.

Service Fees means the fee charged to a Member to use the Services. Please refer to our Site for the current Service Fees.

Services means the provision of the Platform to connect Seekers with Employers offering software development and other work and our other associated services from time to time, in accordance with these Terms.

Site means the Skillsme website at www.myskillsme.com , www.skillsme.co.nz, www.skillsme.com and other related websites that is own and operated by My Skillsme Ltd.

Skillsme means My Skillsme Limited, a company registered in New Zealand under company number 7889556, and **our, us** and **we** used in these Terms refer to Skillsme.

Terms means these terms of service.

you means the person who accepts these Terms in accordance with clause **1** above.

4. Skillsme's Services

- 4.1. We are not a party to any contract entered into between Employers and Seekers, nor are we a recruitment agency. Skillsme has not conducted any checks on Seekers (including, but not limited to the Seekers ability to work in any jurisdiction, reference checks or police checks) or the Employers. Skillsme has no control over, and is not responsible for, any compliance with local law or regulation that may apply as between the Employers and Seekers.
- 4.2. It is an Employer's responsibility to ensure that each Seeker they engage is legally entitled to work for the Employer.
- 4.3. Skillsme does not guarantee any placement or work opportunities.

5. Creating an Account

- 5.1. To use the Services, you must first register to become a Member by creating an Account.
 - 5.1.1 Employers must create an Account to be able to contact a Seeker. Once registered, an Employer can view the Seeker's profile information, which includes their validated projects with ratings, pass projects, and any other information the Seeker has uploaded, which may include personal details, education background and pass experiences.
 - 5.1.2 Judges must create an Account to be able to provide rate or review any coding projects and sharing feedback and opinions. We reserve the right to assess your eligibility as a Judge (based on information you provide to us) and to refuse your registration at our sole discretion and without providing any explanation for our decision.
 - 5.1.3 Seekers must create an Account to be able to learn coding skills and complete coding projects on the Platform.
- 5.2. To create an Account, you must be over 18 years of age and must not have an existing Account.
- 5.3. You agree to provide accurate, current and complete information during the Account registration process and to update such information to keep it accurate, current and complete at all times. If you provide any false or misleading information, we may suspend or terminate your Account in accordance with clause **6**.

- 5.4. We may, but are not obliged to, require you to provide reasonable evidence to verify the information you supply to us when creating an Account or, for Seekers, to verify that you have completed any courses or assessments in compliance with the honour code set out in clause **9.1**.
- 5.5. During the registration process, you must choose a password as part of our security procedures. You must ensure that your password is strong and not disclose it to any third party.
- 5.6. You must not allow others to access or use your Account, unless expressly authorised in writing by us. No matter whether anyone using your Account is authorised to use it or has obtained unauthorised access, you will remain responsible for their actions and omissions.
- 5.7. You must tell us immediately if you think that someone has used or has unauthorised access to your Account or password, or there has been some other security breach.

6. Terminating your Account

- 6.1. You may close your Account at any time by following the Account closing process on the Platform.
- 6.2. We have the right to suspend or terminate any Account, or number of Accounts, or all Accounts, at any time, for any reason or no reason, which need not be disclosed to you. This includes but is not limited to Accounts that we consider in our sole discretion, contain invalid information or to have been used for inappropriate or objectionable activities, in violation of these Terms, in breach of any law in any jurisdiction or which are, or may be, harmful or detrimental to Skillsme, the Platform or any Member or third party. We shall not be liable for any loss of revenue or opportunity or any damage, cost or other liability, suffered or incurred by you in connection with a suspended or terminated Account.
- 6.3. If we exercise our discretion under these Terms to suspend or terminate your Account, any or all of the following can occur with or without any notice or explanation to you: your Account may be deactivated or suspended and you will not be able to access any part of the Platform, your Account or your Content.
- 6.4. If your Account is terminated, we do not have an obligation to delete or return to you any Content you have posted to the Platform.

7. Skillsme service fees

- 7.1. In consideration for the use of the Platform and Services we charge the Service Fees, which are non-refundable.

8. Judges reviews and ratings

- 8.1. Where we provide any facility for Members (particularly the Judges) to provide reviews or ratings, you agree that your reviews and ratings will be truthful and not misleading, appropriate in language and tone for a professional site in the nature of the Platform, will not harm anyone under the Harmful Digital Communications Act 2015 or equivalent legislation in applicable jurisdictions (**HDC Act**) and will not infringe anyone's rights or otherwise be illegal.
- 8.2. You understand and will abide by any review, rating and community guidelines we may publish from time to time, including where these give us the right to terminate your Membership for breach. This includes any conduct that encourages or assists a Seeker to breach the honour code set out in clause **9.1** below.

- 8.3. All reviews and ratings are subject to our approval.
- 8.4. We may disallow or delete any review or rating for any reason or no reason, in our complete discretion.

9. Seekers honour code

- 9.1. Academic integrity is important to us and other Members who use the Platform. As a Seeker, your commitment to academic and professional integrity shows respect for your own work and the work of your peers. You agree to follow the following honour code to uphold our standard of academic and professional integrity:
 - 9.1.1 Register for only one account. Your account is linked to your email address. If you register on our site with more than one email address, you are registering for more than one account. If you have already registered for two accounts, please Contact Us [<https://www.myskillsme.com/#contact-us>].
 - 9.1.2 Your answers to coursework, homework, quizzes, and assessments must be your own work (except for assignments that explicitly permit collaboration).
 - 9.1.3 You may not share your solutions to coursework, homework, quizzes, or assessments with anyone else unless explicitly permitted by us. This includes anything written by you, as well as any official solutions provided by us or any feedback from the Judges.
 - 9.1.4 You may not engage in any other activities that will dishonestly improve your results or dishonestly improve or damage the results of others.
- 9.2. Plagiarism is when you copy words, ideas, or any other materials from another source without giving credit. Plagiarism is unacceptable in any environment, and is a serious violation of our honour code. If some or all of your coursework or assignment is identified as plagiarism, you may lose all credit you received for the assignment. And if you earned any certificate or rating from us or the Judges, those may be taken away.
- 9.3. We understand our Seekers come from many different academic backgrounds, and many are unfamiliar with our standard for plagiarism. This violation of our policies may have been a one-time mistake, but if you are found repeatedly plagiarizing, you may be suspended or permanently removed from the Platform.
- 9.4. You also agree that your information provided for coursework or otherwise will be truthful and not misleading, appropriate in language and tone for a professional site in the nature of the Platform, will not harm anyone under the HDC Act and will not infringe anyone's rights or otherwise be illegal.

10. Your Content

- 10.1. By uploading Content to and creating Content on, the Platform, you grant us the licence referred to in clause **12.3** below.
- 10.2. You must maintain copies of all Content you upload to the Platform. We do not make any guarantees that there will be no loss of your Content or the Services will be bug free. You should download all your Content prior to terminating your Account.
- 10.3. We have standards which apply to the Content you upload to the Platform. These are set out in clause **11.1** and in any review, rating and community guidelines we may publish from time

to time. If we are notified of a claim that Content you have uploaded to the Platform breaches our standards, we may prevent your Content being accessible through the Platform or being used in connection with Services and/or delete it.

10.4. If we terminate your Account because you have breached these Terms we may delete your Content immediately or keep it for evidential purposes.

11. Uploading appropriate Content

11.1. Whenever you upload Content to the Platform or use the Platform to create or send Content, you must comply with the Content standards set out in this clause **11.1**. You will not with respect to such Content:

11.1.1 upload, create, transmit, distribute, or store obscene, offensive, objectionable or inappropriate content;

11.1.2 damage, interfere with or degrade the functioning of the Platform;

11.1.3 upload, create, transmit, distribute, or store verbal, physical, written or other abuse or unsolicited commercial communications (including threats of abuse or retribution or spam) to any person or cause harm to any person in any way under the HDC Act;

11.1.4 upload, create, transmit, distribute, or store material that violates trademark, copyright, trade secret, or other intellectual property rights of others or violates the privacy, publicity, or other personal rights of others.

11.2. You warrant that any Content you uploaded or send via the Platform complies with the Content standards in clause **11.1**. You will be liable to us and you indemnify us for any breach of that warranty. We have the right to remove any Content without notice if, in our opinion, your Content does not comply with those standards.

12. Intellectual Property Rights

12.1. We are the owner or the licensee of all intellectual property rights in the Platform (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel). Those works are protected by trade mark, copyright and other intellectual property and trade practices laws and treaties around the world. All such rights are reserved.

12.2. You must not reproduce, duplicate, copy, sell, assign, resell or exploit any portion of the Platform or anyone else's Content, without our express prior written permission.

12.3. You own, or undertake that you are authorised to use, any intellectual property in any Content you upload to or create on the Platform. You grant us a worldwide, royalty free licence to use, store, back-up, copy, transmit, distribute, communicate and otherwise make available your Content, for the purposes of enabling you and those you give access to, to use the Platform and the Services and for any other purpose related to provision of the Services to you and them.

12.4. The use of automated systems or software to extract data from our Site or the Platform for commercial purposes, (including data scraping or web crawling) is prohibited unless you have directly concluded a written licence agreement to do so with us.

13. Takedown procedure

- 13.1. Without limiting our other rights in these Terms, we may, without any prior notice to you, remove any of your Content from our Platform or block access to our Platform (totally or partially) where we have received a notice of intellectual property infringement or notice of takedown in respect of your Content. You agree that we will have no liability to you in respect of any loss (including loss of profit), cost or damage suffered or incurred by you as a result of such action.
- 13.2. If there is a dispute between you and a third party as to whether your Content infringes the intellectual property of that third party, you acknowledge that it is your responsibility to resolve such dispute with the third party, and until you have provided us with satisfactory written confirmation of a resolution between you and the third party we will not restore the alleged infringing materials or reinstate access to the Platform. You agree to indemnify us against all claims, proceedings or actions by such third party against us including costs (legal or otherwise) that we may incur in defending such claims, proceedings or actions on a full indemnity basis.

14. Viruses

- 14.1. We do not guarantee that the Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Platform. You should use your own virus protection software.
- 14.2. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or Application or to your downloading of any Content on either of them, or on any website linked to either of them.
- 14.3. You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack.

15. Disclaimers and limitation of liability

- 15.1. If you choose to use the Platform, you do so at your own risk.
- 15.2. The Platform and Content are provided without warranty of any kind, either express or implied. We make no warranty that the Platform or Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- 15.3. You are solely responsible for all of your communications and interactions with other Members.
- 15.4. To the extent permitted by law, we excludes all conditions, warranties, representations or other terms which may apply to the Platform and any Content on it, whether express or implied.
- 15.5. We will not be liable to any Member or other third party for any direct, indirect or consequential loss, cost, lost opportunity or profit, lost goodwill, reputational damage or liability or other adverse event whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- 15.5.1 use of, or inability to use, the Platform or Services;
- 15.5.2 any contact you have with other Members whether in person or online; or
- 15.5.3 use of or reliance on any Content displayed on the Platform.

15.6. Without limiting clauses **15.1-15.4**, in no event will Skillsme's aggregate liability arising out of or in connection with these Terms and any Member's use of or inability to use the Platform and Services exceed, in the case of Skillsme's liability to an Employer only, the Service Fee paid by that Employer and, if practicable, pro-rated to the amount giving rise to the issue.

16. Indemnity

16.1. You agree to indemnify, and hold Skillsme and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, any tax, legal and/or accounting fees, arising out of or in connection with your access to or use of the Platform, Services or your violation of these Terms.

17. Miscellaneous

17.1. We may assign or transfer these Terms, at our sole discretion, without restriction. You may not assign or transfer your rights under these Terms without our prior written consent, which may be withheld in absolute discretion.

17.2. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Skillsme:

- 17.2.1 via email (in each case to the address that you provide) or
- 17.2.2 via the Platform.

For notices made by e-mail, the date of receipt will be deemed the date on which such notice is sent.

17.3. These Terms shall be governed by and construed in accordance with New Zealand law. You agree to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with these Terms or their termination.

17.4. No failure or delay by Skillsme to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by Skillsme shall prevent or restrict the further exercise of that or any other right or remedy.

17.5. If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severable and deemed to be deleted, and shall not affect the validity, legality or enforceability of the remaining provisions.

17.6. If you have any questions or concerns in relation to the Platform or these Terms, please Contact Us [<https://www.myskillsme.com/#contact-us>].

17.7. These terms were last updated on [16/11/2020].