



These terms of use ("Terms of Use") tell you how you may use Upskill Global Limited so please read them carefully. By using Upskill Global Limited or Upskill Global Limited Content you accept these Terms of Use. If you do not accept these Terms of Use do not use the Upskill Global Limited or access Upskill Global Limited Content.

We understand that protection of your personal data is extremely important. As such, if you are in secondary education and have any concerns about any aspect of these terms and how your data is being used (covered in our Privacy policy), we would advise that you discuss this with your parent or legal guardian.

Additional terms, which vary or supplement these Terms of Use may apply to your access of some Upskill Global Limited services ("Additional Terms"). If so, these Additional terms will be set out at the point of access to the relevant Upskill Global Limited Services. If there is any inconsistency between the Additional Terms for a particular Upskill Global Limited and the Terms of Use, the Additional Terms will prevail.

These Terms of Use and any Additional Terms are collectively referred to as "Terms". Upskill Global Limited may update the Terms from time to time so please review the relevant pages regularly. If you access Upskill Global Limited Services, you agree to be legally bound by whichever version of the Terms is in force at such time.

Who makes Upskill Global Limited Services available to me and what should I do if I have questions, comments, complaints or enquiries?

Upskill Global Limited Services are made available to you by Upskill Global Limited, 19 Beaulieu Avenue, London, England, SE26 6PN.

Any reference in the Terms to "you" or "your" means you as both a non-business user and, where applicable, a business user of Upskill Global Limited Services.

If you have any questions about the Terms please contact us at info@upskillme.io

Should I read any other information or terms?

Please also read Upskill Global Limited's Privacy Policy which explains how Upskill Global Limited uses any information about you that it receives. The Privacy Policy form part of the Terms. If there is any inconsistency between the Privacy Policy and the Terms, the Terms will prevail.

Some Upskill Global Limited services may ask you to agree to Additional Terms or other terms of use, which will apply to your use of that particular service.



What are Upskill Global Limited Services and what are the different types of available Content? In these Terms the following definitions apply and explain the different types of content on the site:

Upskill Global Limited Service(s) means the use of the website <https://upskillme.io/> and any related internet services, products and/or software applications that enable you to access and view Upskill Global Limited Site Content, submit and view Personal User Content and submit and view Establishment User Content, in all circumstances including but not limited to free access, a free trial of upgraded paid services or via fully paid upgrade access to enhanced services or as a full paid upgrade;

Upskill Global Limited Site Content means audio, video, text, images, profiling services, job boards, and other content made available to you by Upskill Global Limited Services and may sometimes include content which is owned or controlled by third parties which Upskill Global Limited is permitted to make available to you through the relevant Upskill Global Limited Service;

Personal User means a student of an Establishment (and his/her parent/guardian) or any other individual who uses the Upskill Global Limited Services for their own personal use;

Personal User Content means content created by a User on their own individual profile, including (but not limited to) their personal profile, Jobs, Qualifications and Skills, together with any Personal Self Generated Content;

Personal Self Generated Content means any content that is self generated by a User and made accessible to other Users in accordance with these Terms;

Establishment means any school, college or other organisation that has registered to use the Upskill Global Limited Services;

Establishment User means a teacher or other careers professional working for or providing careers related services to that Establishment who complies with the Establishment's rules on data protection and student information access, as determined and governed by the Establishment.

Establishment User Content means the combination of Personal User Content and Establishment Aggregated Content, together with any other data submitted by the Establishment User as part of using the Upskill Global Limited Services; and



Establishment Aggregated Content means the Personal User Content relating to all Users that form part of an Establishment, both in individual format or aggregated with the Personal User Content of all Personal Users from the same Establishment.

Availability of Upskill Global Limited Content

Upskill Global Limited Site Content is selected, edited, updated and made available to you by Upskill Global Limited through Upskill Global Limited Services at its sole discretion.

Upskill Global Limited Editorial Control of Upskill Global Limited Site Content

You acknowledge that Upskill Global Limited has absolute editorial control over all Upskill Global Limited Site Content at all times.

Personal User Content

Each Personal User will submit and be responsible for his/her own Personal User Content which is uploaded and added to the site.

Each Establishment User will have access to the Establishment Aggregated Content, which includes the Personal User Content for each Personal User at that Establishment.

Personal Self Generated Content must comply with these Terms and Upskill Global Limited reserves the right to remove it if it does not so comply, as set out in more detail below.

Establishment User Content

Each Establishment User has the right to use the Upskill Global Limited Services and access the Establishment User Content for use solely in accordance with these Terms.

Upskill Global Limited will take reasonable steps to confirm that the initial Establishment User is a bona fide representative/teacher at the Establishment before allowing the Establishment to be registered.

Each Establishment User must not provide any other person with access to the Upskill Global Limited Services unless and until such Establishment User has established that such proposed individual complies with the relevant Establishment's data protection and student data access requirements and protocols.

It is the responsibility of each Establishment to ensure that each Establishment User is suitably qualified and appropriate and meets all internal requirement of the Establishment in respect of access to Establishment User Content.

How can I use Upskill Global Limited Services?



How you may use Upskill Global Limited Services

If you comply with these Terms of Use and any applicable Additional Terms and with all relevant laws (for instance, copyright law), you may use Upskill Global Limited Services to access and view Upskill Global Limited Site Content and to submit and use data as follows:

as a Personal User, to submit and amend Personal User Content for personal use only;
as a Personal User, submit Personal Self Generated Content for use and viewing by others as part of the Upskill Global Limited Services. Once submitted, the Personal Self Generated Content is owned by Upskill Global Limited;
as an Establishment User (whether as a free access use or via a paid upgrade), for the sole use of the Establishment and solely for the benefit of the Establishment as a whole and more particularly for each of the Personal Users related to that Establishment who are using the Upskill Global Limited Services.

How you may NOT use Upskill Global Limited Services

General restrictions on how you may use Upskill Global Limited Services to access and view Upskill Global Limited Content:

- (a) You must not breach the Privacy Policy and you may not infringe or try to infringe the privacy or other rights of other Upskill Global Limited Services users. This includes you storing or trying to store personal data or usage details of other Upskill Global Limited Services users;
- (b) You may not infringe any applicable law (for instance copyright law) when using Upskill Global Limited Services to access or view Upskill Global Limited Content;
- (c) You may not use the Upskill Global Limited Services in such a way that would bring Upskill Global Limited into disrepute, or cause Upskill Global Limited to incur liability to any third party;
- (d) You agree to use Upskill Global Limited Services and access, download and view Upskill Global Limited Site Content as supplied to you by Upskill Global Limited and you may not, and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, lend, hire, rent, perform, sub-license, make available to the public, create derivative works from, broadcast, distribute, commercially exploit, transmit or otherwise use in any way Upskill Global Limited Services and/or Upskill Global Limited Content in whole or in part except to the extent permitted in these Terms of Use, any relevant Additional Terms and at law;
- (e) You may not directly or indirectly charge others for accessing or viewing any Upskill Global Limited Content, or commercialise or attempt to re-sell Upskill Global Limited Content in any



way, which includes advertising or selling any goods and services which offer Upskill Global Limited Content including any third party software applications;

(f) You may not directly or indirectly suggest any endorsement or approval by Upskill Global Limited of a product or service (for instance, a personal website) or any Upskill Global Limited entity, product or content or any belief or opinion expressed within a product or service;

(g) You may not disrupt or try to disrupt Upskill Global Limited Services. You agree not to use Upskill Global Limited Services to distribute software viruses or other harmful programs, or use Upskill Global Limited Services to engage in harmful, harassing or otherwise objectionable activity, including activity inhibiting access to Upskill Global Limited Services by others;

(h) You may not harass or cause distress or inconvenience to any other person using Upskill Global Limited Services or transmit obscene or offensive content or disrupt the normal flow of dialogue within Upskill Global Limited Services,

(i) You may not display Upskill Global Limited Content on any website, blog or other product or service without our prior written consent;

(j) You may not use the Upskill Global Limited Services in any way which is fraudulent or unlawful, or which may have any fraudulent or unlawful effect;

(k) You may not use the Upskill Global Limited Services for the purpose of harming or attempting to harm a minor; and

(l) You may not use the Upskill Global Limited Services to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as follows.

Content Standards

These content standards apply to all Personal User Content and Establishment Aggregated Content, including but not limited to all Personal Self Generated Content.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

be accurate (where they state facts);
be genuinely held (where they state opinions);



comply with applicable law in the UK and in any country from which they are posted.
Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Who owns or has rights in Upskill Global Limited Services and Upskill Global Limited Content? All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Upskill Global Limited Services and Upskill Global Limited Site Content, belong to Upskill Global Limited and/or third parties (which may include you or other users). Upskill Global Limited reserves all of its rights in Upskill Global Limited Site Content and Upskill Global Limited Services. Nothing in the Terms grants you a right or licence to use any trade mark, design right or copyright owned or controlled by Upskill Global Limited or any other third party except as expressly provided in the Terms.

How can I make contributions to Upskill Global Limited?

Upskill Global Limited may invite you to make, share or submit your own, Personal Self Generated Content. These Terms of Use and any Additional Terms for particular Upskill Global Limited Services set out the rules governing how you may do so and how Upskill Global Limited may use your Personal Self Generated Content. Your Personal Self Generated Content may include text, photographs, graphics, video or audio.

If you submit any Personal Self Generated Content to Upskill Global Limited you must allow Upskill Global Limited (and you grant Upskill Global Limited an irrevocable, perpetual, royalty-free licence) to use the material in your Personal Self Generated Content in any way it may reasonably choose. Any Personal Self Generated Content you make may be moderated by



Upskill Global Limited, which means it may be reviewed, edited and/or removed. Upskill Global Limited reserves the right to remove any of your Personal Self Generated Content if Upskill Global Limited believes that it does not comply with the Terms.

You grant Upskill Global Limited the right to change or edit the materials in your Personal Self Generated Content for operational and editorial reasons. Upskill Global Limited may also share your Personal Self Generated Content with trusted third parties, for instance with other users of Upskill Global Limited Services.

Any copyright in your Personal Self Generated Content will remain with you and this permission is not exclusive, so you can continue to use the material you contribute in any way including allowing others to use it.

You confirm that your Personal Self Generated Content is your own original work, is not defamatory or unlawful and does not infringe anyone else's rights (including privacy rights) and that it complies with the Terms. You also confirm that your Personal Self Generated Content is made in your personal (rather than business) capacity and that such Personal Self Generated Content does not unfairly promote or further any business activities and has not been contributed for commercial gain. You also confirm that you have the consent of anyone who is identifiable in your Personal Self Generated Content or the consent of their parent/guardian if they are under 16.

We may show your name with your Personal Self Generated Content, unless you request otherwise.

Upskill Global Limited may need to contact you for administrative or verification purposes in relation to your Personal Self Generated Content, or in relation to particular projects. For full details of when and how we may contact you please see Upskill Global Limited Privacy Policy.

As part of your contribution, Upskill Global Limited may ask you to provide some personal information or information about your Establishment. Disclosure of this information shall be subject to terms set out in Upskill Global Limited's Privacy Policy. Upskill Global Limited will keep your personal information secure and will only use it for the purposes specified in the Privacy Policy. All personal information held by Upskill Global Limited will be held in accordance with the terms of applicable data protection laws.

If you do not want to grant Upskill Global Limited permission to use your contributions in accordance with the Terms, please do not share with or submit them to Upskill Global Limited.

What are the features of Upskill Global Limited Services and how do they work?



Upskill Global Limited Services and your device

You can use Upskill Global Limited Services on a variety of compatible devices. The Terms apply to your use of Upskill Global Limited Services on any device. Upskill Global Limited Services or some of the features and functionalities may not be available on all devices. Upskill Global Limited makes no guarantee that all or any features of Upskill Global Limited Services will work on any particular device.

Interacting with Upskill Global Limited Services and other Upskill Global Limited Services users

If you interact with Upskill Global Limited Services and other users of Upskill Global Limited Services Upskill Global Limited may need to use some of your personal information. Please read the Privacy Policy to find out how Upskill Global Limited may use your personal information.

Links

Upskill Global Limited Services and/or Upskill Global Limited Site Content may contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and we urge you to review them. We do not accept any responsibility or liability for any third party websites and resources and your access and use of such services and content is at your own risk.

What obligations do I have under the Terms? Compliance with the Terms

You must comply with the Terms, in particular the restrictions in paragraph 3.

Expenses, equipment and software

You are solely responsible for paying all expenses you may incur when you access or use Upskill Global Limited Services including your internet or data service provider charges and any excess charges to that provider if you have a limit on the amount of data you can download together with all costs of the equipment and software you need to connect to and use Upskill Global Limited Services. Accessing and using some Upskill Global Limited Services features to access, download or view to Upskill Global Limited Site Content (especially video) may lead to substantial bandwidth usage by you which can be expensive so you should be careful you do not exceed any 'bandwidth cap' on your account with your internet or data service provider. Upskill Global Limited is not responsible if your equipment or software is not compatible with any Upskill Global Limited Service. Upskill Global Limited may be streamed or downloaded to



your device from servers owned and operated by Upskill Global Limited or (on behalf of Upskill Global Limited) by third-party content distribution networks to enhance your experience when you watch Upskill Global Limited Site Content.

Managing your account details and activity

You are solely responsible for keeping your Upskill Global Limited account username and password (if you have them) confidential and you are responsible for all activity that occurs under your Upskill Global Limited account.

How does Upskill Global Limited use my personal information?

You can read how Upskill Global Limited uses your personal information in Upskill Global Limited's Privacy Policy

What are Upskill Global Limited's legal obligations to me and how do the terms limit Upskill Global Limited's liability?

The basis on which Upskill Global Limited makes Upskill Global Limited Services available to you

Upskill Global Limited does not guarantee that all Upskill Global Limited Site Content and/or Upskill Global Limited Services will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

Upskill Global Limited reserves its right to modify, suspend or discontinue all or part of any Upskill Global Limited Service or any part of the Upskill Global Limited Site Content, Personal User Content or Establishment user Content without giving you any notice.

Any information, content, opinions or other materials included in Upskill Global Limited Site Content, Personal User Content or Establishment user Content does not constitute professional advice on which you should rely. You should take specific advice before taking a course of action.

Types of loss or damage Upskill Global Limited is not responsible for

Upskill Global Limited is not responsible for the following kinds of loss or damage which may arise from your use of Upskill Global Limited Services:

loss or damage suffered by you or someone else when Upskill Global Limited complies with the Terms;



loss or damage which is caused by Upskill Global Limited when it does not comply with the Terms but which Upskill Global Limited and you could not anticipate nor expect to happen when you started using Upskill Global Limited Services;

any loss which is indirect or a side effect of the main loss or damage and which Upskill Global Limited and you could not anticipate nor expect to happen when you started using Upskill Global Limited Services, for instance if you lose revenue or salary, profit, opportunity or reputation;

provided Upskill Global Limited complies with its Privacy Policy, any loss of data or damage to your device or software; and

any loss or damage if Upskill Global Limited Services are not provided to you or are interrupted or suspended or if Upskill Global Limited does not comply with the Terms because of events beyond Upskill Global Limited's control, including but not limited to an act of God, third party supplier failure, accident, fire, lockout, strike or other official or unofficial labour dispute, civil commotion, decision or event beyond the reasonable control of Upskill Global Limited.

Nothing in the Terms excludes or limits either Upskill Global Limited's or your liability for death or personal injury caused by negligence or for fraud.

Your legal rights as a consumer

As a consumer, you may have certain legal rights regarding claims in respect of losses caused by Upskill Global Limited's negligence or the failure by Upskill Global Limited to carry out its obligations. Nothing in the Terms is intended to limit your legal rights as a consumer. For further information about your legal rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

How can Upskill Global Limited stop making Upskill Global Limited Services available to me and what happens if it does so?

Upskill Global Limited's rights to stop making Upskill Global Limited Services available to you

Upskill Global Limited reserves the right to take appropriate action (as set out below) with immediate effect and without notice if:

at its sole opinion you are using Upskill Global Limited Site Content, Personal User Content or Establishment User Content or Upskill Global Limited Services and/or any other Upskill Global Limited service, inappropriately (for instance harassing or causing distress or inconvenience to any other person), incompetently or in any way that may constitute derogatory treatment of Upskill Global Limited or might bring Upskill Global Limited into disrepute or in a way that might be considered to be prejudicial to the image of Upskill Global Limited;

you breach the Terms or, where appropriate, any End User License Agreement that Upskill Global Limited has with you for paid services, in any way; or



there is, in Upskill Global Limited's sole opinion, any reason why the Upskill Global Limited Services must be withdrawn.

What happens if I breach the Terms?

When a breach of this policy has occurred, we may take such action taking all or any of the following actions, at our sole discretion:

Immediate, temporary or permanent withdrawal of your right to use the Upskill Global Limited Services.

Immediate, temporary or permanent removal of any Personal User Content or Establishment User Content posting or material uploaded by you as part of your use of the Upskill Global Limited Services.

Issue of a warning to you.

Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

What other (general) Terms of Use apply?

What happens if Upskill Global Limited does not enforce a right against me?

If Upskill Global Limited decides not to exercise or enforce any right that it has against you at a particular time, then this does not prevent Upskill Global Limited from later deciding to exercise or enforce that right.

What happens if any part of the Terms is found to be ineffective?

If any part of the Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.

Third parties

The Terms do not create or infer any rights that are enforceable by any person who is not party to the Terms.

Transfer of rights

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person.



Conflict of Terms

In the event of any conflict between the Terms and any End User Licence Agreement (EULA) between you and Upskill Global Limited, the terms of the EULA shall take precedence.

What happens if there is a dispute arising out of the Terms?

Any disputes arising out of the Terms will be governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland or Northern Ireland if you live there). If you choose to bring proceedings in connection with the Terms you must do so in the courts of England and Wales unless you live in Scotland or Northern Ireland, in which case you can choose to bring proceedings there.