

Terms & Conditions

Updated as of: October 10, 2024

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the “website”) and/or by completing a booking through our marketplace, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including our Privacy Policy & Payment Terms) which will bind you. These pages, the content and infrastructure of these pages, and the platform provided on these pages and through the website are owned, operated and provided by Skillko.com and are provided for your personal & commercial use only, subject to the terms and conditions set out below.

1. Definitions

“Skillko.com”, “Skillko”, “Company”, “us”, “we” or “our” means Skillko Limited., a limited liability company incorporated under the laws of Ireland (registration number 610852), and having its registered address at Pete Callaghan Center, James Street, Westport, Co. Mayo, F28 C8XY, Ireland.

“Platform” means the website, mobile website, applications and infrastructure on which the Service is made available owned, controlled, managed, maintained and/or hosted by Skillko.com.

“Service” means the management and online booking service (including the facilitation of payments) of various products and services as from time to time made available by Suppliers on the Platform.

“Supplier” means the provider of training (e.g. Trainer, Training Company, Training Area, or Internal Business Training), and any other related product or service as from time to time available for booking on the Platform.

2. Scope of our Service

Through the Platform, we (Skillko.com) provide an online platform through which Suppliers can advertise their products and service for booking, and through which users of the Platform (including, but not limited to, businesses, trainers, guest users) can purchase the products and / or book the services being offered (as applicable) (i.e. the booking service). Our products and services include:

- Skillko Compliance

- A solution to reduce resource training administration, certificate management & improve training compliance
- Skillko Trainer
 - A solution to reduce training administration around scheduling training
- Skillko Learn
 - A solution to host and distribute content to end users
- Skillko Marketplace
 - A solution to allow Trainers & Compliance customers transaction

Our platform also offers the management of the booking, inclusive of, payment record, notification of the course, storing the certificate following the course & analytics of when the course will be renewed again. By making a booking or purchasing a product or service (as applicable) through Skillko.com, you enter into a direct (legally binding) contractual relationship with the Supplier with which you make a booking or purchase a product or service (as applicable). From the point at which you make your booking, we act solely as an intermediary between you and the Supplier, transmitting the details of your booking to the relevant Supplier(s) and sending you a confirmation email for and on behalf of the Supplier. When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. As such, the Suppliers are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

Skillko Ltd will not be responsible for the End User VAT returns or processes. Skillko Ltd will pass on the VAT charges from Invoice payment to Skillko Ltd to the Supplier. Skillko Ltd will pay the VAT on the commission Skillko Ltd receive from the transaction. In the event of an EC Good Transaction, it is the sole responsibility of the end user to ensure that this is declared as an EC Good sales meaning you are responsible for accounting the VAT & is also the sole responsibility of the end user to obtain the VAT Status of the supplier. Skillko Ltd will, where provided by suppliers, provide the VAT Status of the supplier at the checkout & the order stage of the booking.

By accessing the Platform, you agree that you are not allowed to resell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, bookings, products or services available on our Platform for any commercial or competitive activity or purpose.

3. Service Level agreement

Skillko will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. For all support issues relating to Purchasers, Skillko will respond in accordance with below.

NOTIFICATION

- Purchasers must use the Skillko Technical Support email address (customer.support@skillko.com.) to report all incidents.
- All incident notifications must include a clearly written description of the problem(s) and any steps that Purchaser can reasonably identify that would allow Skillko to replicate the problem.

RESOLUTION OF ISSUES

- Resolution of a technical support issue is defined as accomplishing any one of the following: (i) providing a reasonable solution to the issue, (ii) providing a reasonable work around to the issue, (iii) determination by Skillko that the issue is an enhancement request and forwarding the request to Skillko Product Management for future consideration or (iv) escalation by Skillko Technical Support team of the incident to Skillko engineering for review (v) determination by Skillko that the incident resulted from a fault or cause attributable to the Purchaser or its Authorized Users as a result of not using the platform in line with the documentation provided.
- Skillko Technical Support will make reasonable efforts to resolve the issue but cannot guarantee that every issue will be resolved.

SERVICE AVAILABILITY, MAINTENANCE, AND PERMITTED DOWNTIME

- Skillko shall advise Purchaser of any interruption of Services (“Scheduled Maintenance Periods”) in advance and subject to Skillko providing at least 3 business days notice.
- Skillko shall not be responsible for any damages or costs incurred by Purchaser or any user during or as a result of the Scheduled Maintenance Period or Permitted Downtime to which Skillko has provided notice to Purchaser.
- Emergency Maintenance may occur at any time with no notice.
- Before Skillko or Purchaser make changes to integration interfaces between the Software and Purchaser’s internal data stores or systems, Skillko shall provide notice to the Purchaser in order to ensure the continued operation of any integration interfaces affected by such changes. Skillko shall provide the Purchaser’s nominee with at least 3 days’ advance notice of such changes. Skillko shall provide advance notices for changes but also a window for these

changes/upgrades (“Scheduled Maintenance Periods”). Skillko should also notify the Purchaser when changes/upgrades should be performed (preferably, out of business hours).

- Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. Skillko or Purchaser (as applicable) shall also provide up to 5 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces and Purchaser shall pay for all such services relating to integration testing carried out by Skillko at Skillko’s current daily fee rates.

APPLICATION RESPONSE TIME

- Skillko response time should be recorded as under 200ms for the 95th percentile of the calls to the API(s). Measurement takes place at the boundary of the Skillko platform and does not include the time taken to traverse the public internet.
- In the event of this SLA being breached both parties will work together to resolve the issue within 7 days.

DEFINITIONS

Designated Contacts: are users that Purchaser identifies as primary liaison between Purchaser and Skillko for technical support purposes.

Emergency Maintenance Period means the period of time elapsed during any maintenance performed on the Skillko Platform, which is required as a result of conditions beyond Skillko’s reasonable control.

Issue Severity Level Definitions:

- Priority 1 (P1) – Urgent
 - The Application and/or Service is “down” or critical functions are inaccessible. The situation halts business operations and no procedural workaround exists. Purchasers are unable to complete critical deliverables. Data integrity may also be compromised.
- Priority 2 (P2) – High
 - The Application and/or Service is impaired but critical functions are accessible. Important tasks cannot be performed, but the error does not impair essential operations. Data processing is delayed and data integrity may be compromised. Some services may be performing sub-optimally or running on stale data.
- Priority 3 (P3) – Medium
 - The Application and/or Service is slightly impaired but critical functions are accessible and remain functional. There may be interruptions in normal operations or there could be minor degradation in performance. Essential operations are not impaired and important tasks can be performed with some workarounds. Data processing is not delayed and data integrity is not compromised. Purchaser’s client’s experience may be impacted

- Priority 4 (P4) – Low
 - The Application and/or Service is not impaired and critical functions are accessible and functional. There are errors that are cosmetic and have little or no business impact or system performance or functionality.

Permitted Downtime means the following: (a) Inoperability due to any scheduled or emergency maintenance (occurring during “Scheduled Maintenance Periods” or “Emergency Maintenance Periods”); (b) problems caused by Purchaser or its telecommunications and internet services (c) failure or malfunction of any equipment or services selected by Purchaser not provided by Skillko; or (d) a Force Majeure Event. Response Time: Skillko measures Response Time as the interval between Purchaser’s initial contact to Skillko and the first contact (via email receipt or phone call) with a Skillko Customer Support representative.

Scheduled Maintenance Periods are all regularly scheduled error corrections, software updates and improvements to features.

Subscription Term is the period between the Effective Date and the Contract End Date as set out in the Order Form.

Server Downtime means that the Skillko application is not able to respond to requests. Server Downtime shall not include: (a) non response due to Permitted Downtime, (b) non response resulting from the improper use of the Software by the Purchaser, non response due to issues caused by network providers between Skillko and the client, or (d) non response due to issues caused by actions by the purchaser.

4. Prices, billing, crossed-out rates and (Marketplace) Best Price

The prices on our Platform are highly competitive. All training prices are per trainee for your entire course and all prices are displayed including VAT/sales tax and all other taxes (subject to change of such taxes), unless stated differently on our Platform or the confirmation email. Checkout prices will include a Skillko Ltd ten percent commission charge excluding VAT. This percentage may vary depending on the specific negotiation with booker/business. Full payment on an order must be made a minimum of 72 hours before the earliest training course in that order. If full payment is not made 72 hours before the earliest training course, the order will be cancelled, suppliers and delegates notified and the delegates will not be allowed on the training courses. Up to 72 hours before the training course, you will be able to cancel the order.

Sometimes cheaper rates are available on our Platform for a specific course, product or service, however, these rates made available by Suppliers may carry special restrictions and conditions, for example non-cancellable and non-refundable. Please check the relevant product, service and booking conditions and details thoroughly for any such conditions prior to making your booking.

We want you to pay the lowest price possible for your product and service of choice. Should you find your product or service of choice booked through the Platform, with the same booking conditions, at a lower rate on the Internet after you have made a booking through us, we will match the difference between our rate and the lower rate under the terms and conditions of the

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such.

Skillko for Compliance, Trainer & Learn Products will invoice fees in accordance with the agreed MRR and Purchaser shall pay the fees in accordance with the payment terms set out at the time of deal & per invoice.

If Skillko has not received payment within fifteen (15) days after the due date, and without prejudice to any other rights and remedies of Skillko, Skillko may, without liability to Purchaser, disable Purchaser's and all Authorised Users passwords, accounts and access to all or part of the Services and Skillko shall be under no obligation to provide any or all of the Services or Professional Services while the invoice(s) concerned remain unpaid. All amounts and fees stated or referred to in this Agreement: (i) shall be payable in euro or such other currency as set out in the Purchase Order; (ii) are non-cancellable and non-refundable unless stated elsewhere in the Agreement; and (iii) are exclusive of all sales, use, value-added, withholding and other taxes and duties which shall be added to Skillko's invoice(s) at the appropriate rate. Purchaser will pay all taxes and duties (including withholding tax) assessed in connection with this Agreement and its performance by any authority but excluding any tax measured by the net or gross income of Skillko. Our searching service is free of charge to the end user.

5. Privacy and cookies

Skillko.com respects your privacy. Any use of personal data, collected through your use of the Website and / or the Services, will be in accordance with our privacy policy. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be intercepted or read by others, even if there is a special notice that a particular transmission is encrypted. Please have a look at our [privacy and cookies policy](#) for further information.

6. Intellectual Property

Unless stated otherwise, the software required for our services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by Skillko.com, its suppliers or providers.

Skillko.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilise, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or Supplier reviews, you hereby assign, transfer and set over all such intellectual property rights to Skillko.com. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

6.1 Purchaser acknowledges and agrees that Skillko and/or its licensors own all Intellectual Property in the Services, Software and the Documentation. Except as expressly stated herein, this Agreement does not grant Purchaser any rights or licences in respect of the Services, Software or the Documentation. To the extent that any modifications or improvements to the Services, Software and/or the Documentation are carried out under or in connection with this Agreement, whether by Skillko alone or jointly with Purchaser, and whether based on ideas or suggestions from Purchaser, all intellectual property rights to such underlying ideas and in any resulting improvement or modifications shall be assigned to and shall vest with and be solely owned by Skillko.

6.2 Skillko hereby grants Purchaser a worldwide, perpetual, non-exclusive, non-transferable, royalty-free licence to use for its internal business purposes, reports and other materials developed by Skillko as a result of or as an output of the Professional Services (“Contract Results”). All rights and title in and to the Contract Results shall remain vested in or shall vest upon creation in Skillko.

7. Confidentiality

Each Party agrees to protect, treat and keep all Confidential Information with the same level of confidentiality and security as it would its own Confidential Information and otherwise in accordance with the NDA.

8. Warranties & Disclaimers

8.1 Each party warrants that it has the full corporate power (i) to enter into this Agreement, (ii) to carry out its obligations hereunder; and (iii) to grant the rights herein granted to the other party.

8.2 Skillko warrants that the Services will operate substantially in accordance with the Documentation for the Term.

8.3 Purchaser warrants that the Purchaser Data, material, content or links provided to Skillko by or on behalf of Purchaser: (i) are owned by Purchaser or are provided with the

express consent from the third party holding any ownership rights (including copyright) over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by copyright laws; (ii) do not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable Data Protection Laws or direct marketing laws and are not defamatory; and (iii) do not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, breach of Intellectual Property rights, injury, damage or harm of any kind to any person or entity.

8.4 With respect to Professional Services, Skillko warrants that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. Purchaser's exclusive remedy and Skillko's entire liability for breach of the foregoing warranty will be, at Skillko's option, re-performance of the deficient Professional Services. Any deficiencies in the Professional Services must be reported to Skillko in writing within thirty (30) days of performance of the Professional Services in order to receive the foregoing warranty remedies.

8.5 Other than with respect to the express warranties set forth herein, all implied warranties, including those of non-infringement, merchantability and fitness for a particular purpose, are hereby disclaimed and excluded by Skillko. Purchaser is solely responsible for determining the suitability of the Services for its use in light of any applicable legislation or regulations including without limitation Data Protection Laws.

8.6 The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Skillko is not responsible for any delays, delivery failures, or other damage resulting from such problems. Skillko does not warrant that Purchaser's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by Purchaser through the Services will meet Purchaser's requirements;

8.7 Where Third Party Providers are used, as listed in the Order Form, Purchaser acknowledges that Skillko makes no representation or warranty in respect of Third Party Providers software and/or services and, that these are provided subject to, and with the benefit of, the terms of such Third Party Providers.

8.8 Skillko, licensors, agents or subcontractors shall not be responsible or liable for (i) the use, deletion, correction, destruction, damage, loss or failure to store any data, or (ii) any unauthorised access to, or alteration of, transmissions or data, or any material, information or data sent or received, regardless of whether the data is actually received by Skillko.

8.9 From time to time, Skillko may assist Purchaser, at Purchaser's request, by permitting Purchaser or providing assistance to Purchaser, to integrate the Service with the services of third parties with whom Purchaser has independently contracted ("Purchaser's Contractors"). Such integrations will be completed and deployed as part of the Professional Services and will be subject to acceptance by Purchaser prior to deployment, thereafter the "Accepted Integration". Skillko disclaims all responsibility for the actions of

Purchaser's Contractors or for loss, damages or claims arising from Accepted Integrations, save to the extent that any liability, loss, damage or claim arises in whole or in part as a consequence of Skillko's breach, negligence or willful default.

9. Indemnity

9.1 Skillko shall defend, indemnify and hold harmless Purchaser from all claims, defend costs (including reasonable attorneys' fees and expenses), agreed settlements and finally awarded judgments payable to a third party arising out of the infringement of any third party Intellectual Property with respect to Purchaser's authorised use of the Services.

9.2 Notwithstanding the above, Skillko shall have no liability to Purchaser to the extent that any claim is based upon (i) modifications to the Services made by anyone other than Skillko; (ii) a claim for which Purchaser must indemnify Skillko below; (iii) combination of the Services with software not provided by Skillko; or (v) Purchaser's failure to use modifications to the Services provided by Skillko to avoid infringement or misappropriation.

9.3 If the exercise by Purchaser of any of the rights granted to it under this Agreement is enjoined or, in Skillko's reasonable opinion, is likely to be enjoined due to the type of infringement or misappropriation specified above, Skillko, at Skillko's option and expense, may: (i) procure for Purchaser a license to continue to exercise all of the rights granted under this Agreement with respect to the Services or (ii) modify the allegedly infringing software to avoid the infringement or misappropriation. If options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Skillko, then Skillko may both: (a) terminate Purchaser's rights and Skillko's obligations under this Agreement with respect to such Services and (b) refund to Purchaser the unearned portion of any prepaid fees. The rights granted to Purchaser under this clause 9.3 shall be Purchaser's sole and exclusive remedy for any alleged infringement of any Intellectual Property rights of any third party.

9.4 Purchaser shall defend, indemnify and hold harmless Skillko, its Affiliates, Third Party Providers and subcontractors (and their respective employees, directors, officers, shareholders, attorney and representatives) in respect of any and all damage, awards of damages, other awards, loss, losses, costs, expenses, fees (including the reasonable fees of professional advisors), fines and penalties to the fullest extent permissible under the laws of the place in which the indemnity is sought directly and to the extent arising out of claims by third parties, including Purchaser Customers, arising out of or in connection with the (i) unauthorised use of the Services or infringement of Skillko's or a Third Party Provider's Intellectual Property (ii) breach of this Agreement including any warranties or representations or obligations (iii) breach of applicable laws or regulations including Data Protection Laws; and (iv) any violations of third party rights due to Purchaser's use of the Services and Third Party Services.

9.5 If any action shall be brought by one party (the "Indemnified Party") against the other party in respect to which indemnity may be sought against the other party (the "Indemnifying Party") pursuant to clause 9.3 or clause 9.4, the Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the

defense of any such action at the expense of the Indemnifying Party. The Indemnifying Party will, upon written notice to the Indemnified Party, conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings.

10. Limitation of Liability

10.1 Nothing in these terms and conditions will limit or exclude any liability in a way that is not permitted under any applicable law.

10.2 To the maximum extent permitted by applicable law, Skillko will not have any liability to Purchaser or any Authorised Users for any lost profits, loss of data, loss of use, data inaccuracy, reputational damage, costs of procurement or substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and under any theory of liability whether or not Skillko has been advised of the possibility of such.

10.3 Skillko's and its Affiliates total aggregate liability arising out of or related to this Agreement, the DPA or the Services or Professional Services or any Third Party Providers' services under any theory of law (including liability for negligence or breach of statutory duty or an indemnity claim) shall not exceed the total amount of the fees paid by the Purchaser under this Agreement.

11. Skillko Marketplace Credit card or bank transfer

Skillko.com offer the opportunity for bookings to be paid to the Supplier during the booking process by means of secure online payment. Skillko.com facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Supplier (Skillko.com never acts nor operates as the merchant of record). Payment is safely processed from your credit/debit card or bank account to Skillko.com bank account & we transfer to the supplier through a third party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Supplier will in each case constitute a payment of (part of) the booking price by you of the relevant product or service in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies.

For certain (non-refundable) rates or special offers, please note that Suppliers may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the booking. Please check the (booking) details of your product or service of choice thoroughly for any such conditions prior to making your booking. You will not hold Skillko.com liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Supplier and not (re)claim any amount for any valid or authorized charge by the Supplier (including for pre-paid rates, no-show and chargeable cancellation) of your credit card.

In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). In the event that your credit card company or bank charges the deductible from you because of unauthorised transactions resulting from a booking made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency). In order to indemnify you, please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email (customer.support@Skillko.com). Please state 'credit card fraud' in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card bookings made using Skillko.com's secure server and the unauthorised use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

12. Skillko Marketplace Pre-payment, cancellation, no-show and fine print

By making a booking with a Supplier, you accept and agree to our Cancellation/No Show/Late policy. Please have a look at our policy for further information.

13. Skillko Marketplace (Further) correspondence and communication

By completing a booking, you agree to receive (i) an email which we may send you shortly prior to your training date, giving you information on your training location & information about the training and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your booking and training, and (ii) an email which we may send to you promptly after your training inviting you to complete our Supplier review form. Please see our privacy and cookies policy for more information about how we may contact you.

Skillko.com disclaims any liability or responsibility for any communication with the Supplier on or through its platform. You cannot derive any rights from any request to, or communication with the Supplier or (any form of) acknowledgement of receipt of any communication or request. Skillko.com cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Supplier.

In order to duly complete and secure your booking, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

Any claim or complaint against Skillko.com or in respect of the Service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the product or service (e.g. training completion date). Any claim or complaint that is submitted

after the 30 days period, may be rejected and the claimant shall forfeit its right to any (cost) compensation.

Due to the continuous update and adjustments of rates and availability, we strongly suggest to make screenshots when making a booking to support your position (if needed).

14. Skillko Marketplace Ranking, preferred programme, stars and Supplier reviews

The default setting of the ranking of Suppliers on our Platform is 'Recommended' (or any similar wording) (the "Default Ranking"). For your convenience we also offer other ways to rank Supplier. Please note that the Default Ranking is created through a fully automatic ranking system (algorithm) and based on multiple criteria, which include not only the popularity of a Supplier among our visitors, but also customer service history and certain booking-related data (number of bookings, cancellations, conversion rate, etc). On-time payment of commission by a Supplier and the commission percentage are also included in the algorithm; however, they are two of the several (but definitely not leading) factors in the Default Ranking.

In certain cities and regions, Skillko.com operates a preferred partnership program, allowing certain Suppliers that meet and maintain the preferred program terms to be listed ahead of the rest of the Suppliers in the default "Recommended" ranking for the relevant city/region. The preferred Suppliers are marked with a "star" symbol and in return for this high ranking, the preferred Supplier pays a commission. Only Suppliers that meet and maintain certain qualification criteria can be listed as preferred.

The completed guest review may be (a) uploaded onto the relevant Supplier's information page on our Platform for the sole purpose of informing (future) customers of your opinion of the service (level) and quality of the Supplier, and (b) (wholly or partly) used and placed by Skillko.com at its sole discretion (e.g. for marketing, promotion or improvement of our service) on our Platform or such social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by Skillko.com. We reserve the right to adjust, refuse or remove reviews at our sole discretion. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

15. Data Processing Addendum

This Data Processing Addendum (DPA) is an Appendix to the Terms of Service and forms part of any Order Form and Terms of Service signed on including any written amendments or addenda thereto, between Skillko and Purchaser for the purchase of Services from Skillko (hereinafter the "Main Agreement").

This DPA shall come into force on May 25th, 2018.

By using our services or signing the Main Agreement, Purchaser enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the

name and on behalf of its Authorized Affiliates, if and to the extent Skillko processes Purchaser Personal Data for which such Authorized Affiliates qualify as the Controller.

15.1 Definitions and Interpretation

15.1.1 In this Addendum:

“Applicable Laws” means (a) European Union or Member State laws in respect of which any Purchaser Personal Data is subject to EU Data Protection Laws; and (b) any other applicable law in respect of which any Purchaser Personal Data is subject to any other Data Protection Laws;

“Authorized Affiliate” means any of Purchaser’s Affiliate(s) which is permitted to use the Services pursuant to the Agreement between Purchaser and Skillko, but has not signed its own Order Form with Skillko and is not the “Purchaser” as defined under the Agreement; “Purchaser” shall include Purchaser and Authorized Affiliates.

“Purchaser Personal Data” means any Personal Data Processed by a Skillko or a Subprocessor on behalf of the Purchaser pursuant to or in connection with the Main Agreement;

“Data Protection Addendum” or “DPA” or “Addendum” means this Data Processing Addendum, including any and all subsequent amendments thereto comprising the terms and conditions in the main body of this document, together with the schedules, the annexes and any attachments, and any documents expressly incorporated by reference;

“Data Protection Laws” to the extent applicable to the provisions of the Services, means EU Data Protection Laws and the data protection or privacy laws of any other country;

“Data Subject” means the identified or identifiable person to whom the Purchaser Personal Data relates;

“EEA” means the European Economic Area;

“EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

“Ex-EEA Subprocessor” means the Subprocessor who is located outside the EEA;

“GDPR” means EU General Data Protection Regulation 2016/679;

“Processor” means the entity which processes Purchaser Personal Data on behalf of the Controller;

“SCC Agreement” means the standard contractual clauses for the transfer of Purchaser Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU;

“Services” means the services and other activities to be supplied to or carried out by or on behalf of Skillko for Purchaser pursuant to the Main Agreement;

“Subprocessor” means any Processor engaged by Skillko to Process Personal Data on behalf of Purchaser in connection with the Main Agreement.

15.1.2 The terms “Controller”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing”, “Process”, shall have the same meaning as in Data Protection Laws.

15.2 Purpose

15.2.1 In the course of providing the Services to Purchaser pursuant to the Main Agreement, Skillko may Process Purchaser Personal Data on behalf of Purchaser and the Parties agree to comply with the following provisions with respect to any Purchaser Personal Data, each acting reasonably and in good faith and the Parties record their intention that the Purchaser shall be the Controller and Skillko shall be the Processor.

15.3 Processing and Disclosure of Purchaser Personal Data

15.3.1 Annex 1 to this Addendum sets out certain information regarding Skillko and its Subprocessors Processing of the Purchaser Personal Data as required by article 28(3) of the GDPR.

15.3.2 Skillko shall only Process Purchaser Personal Data on behalf of and in accordance with Purchaser’s documented instructions for the following purposes: (i) Processing in accordance with the Main Agreement and applicable Order Form(s); and (ii) Processing to comply with other documented reasonable instructions provided by Purchaser (e.g., via email) where such instructions are consistent with the terms of the Main Agreement unless Processing is required by Applicable Laws to which Skillko or a Subprocessor is subject, in which Skillko shall to the extent permitted by Applicable Laws inform the Purchaser of that legal requirement before the relevant Processing of that Personal Data.

15.3.3 Purchaser shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, Purchaser’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Purchaser shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Purchaser or Purchaser Affiliates acquired Personal Data. Purchaser shall ensure that Purchaser employees, Purchaser Customers and all relevant third parties (and their employees) have been informed of, and have given their

consent, as required by Data Protection Laws to the specific use, processing, and transfer by Skillko pursuant to the Main Agreement. This also includes proper consent to use of cookies and more particularly the specific cookies which are used by Skillko in delivering the Service (see cookie policy www.Skillko.com) and proper consent to any direct marketing.

15.3.4 Purchaser hereby (i) instructs Skillko (and authorises Skillko to instruct each Subprocessor) to:

- (a) Process Purchaser Personal Data; and in particular
- (b) subject to section 9.5, to transfer Purchaser Personal Data to any relevant country or territory, as reasonably necessary for the provision of the Services and consistent with the Main Agreement.

15.3.5 Purchaser warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.4 on behalf of each relevant Authorised Affiliate.

15.4 Security and Integrity of Purchaser Personal Data

15.4.1 Skillko shall, as set forth in the Skillko Cloud Security Document maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to Purchaser Data), confidentiality and integrity of Purchaser Data. Skillko will not materially decrease the overall security of the Services, as described in the Skillko Security Documentation, during the Term of the Main Agreement and shall regularly monitor compliance with these measures.

15.5 Personal Data Breach

15.5.1 Skillko shall notify Purchaser, without undue delay, upon Skillko becoming aware of a Personal Data Breach affecting Purchaser Personal Data, and shall make reasonable efforts to provide Purchaser with information about the breach to allow Purchaser or Authorised Affiliates to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

15.5.2 Skillko shall co-operate with Purchaser and/or Authorized Affiliates and take such reasonable steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach to the extent the mitigation or remediation is in Skillko's reasonable control. Such co-operation and assistance shall be at Skillko's cost or partial cost, to the extent the Personal Data Breach has arisen due to the fault of Skillko.

15.6 Audits

15.6.1 Skillko will, subject to obligations of confidentiality, make available to the Purchaser all information necessary to demonstrate compliance with the data processing

obligations laid down in this DPA including by allowing for and contributing to reasonable audits to determine Skillko's compliance with its obligations under this DPA. These audits (of frequency of no more than once per year, except where there are reasonable grounds to suspect a breach of the obligations may have occurred) will be conducted by Skillko and the findings shared without bias with the Purchaser. The scope of the audit shall be limited to Purchaser Personal Data or the Personal Data of Authorised Affiliates. In terms of audits of sub processors, certain sub processors have obtained third party certifications and audits as detailed in the Skillko Cloud Security Document.

15.7 Data Subject Rights

15.7.1 Taking into account the nature of the Processing, Skillko shall assist Purchaser, to respond to requests to exercise Data Subjects rights under the Data Protection Laws.

15.7.2 Skillko shall (i) notify Purchaser without undue delay if Skillko receives a request from a Data Subject under any Data Protection Laws in respect of the Purchaser Personal Data ; (ii) ensure that neither it nor a Subprocessor responds to that request except on the documented instructions of Purchaser or as required by Applicable Laws to which Skillko or Subprocessor is subject, in which case Skillko shall to the extent permitted by Applicable Laws inform Purchaser of that legal requirement before there is any substantive response to the Data Subject request. To the extent legally permitted, Purchaser shall be responsible for any costs arising from Skillko's provision of such assistance.

15.7.3 In the event of becoming legally compelled by any act of Government or other competent or regulatory Authority to disclose any of the Purchaser's Personal Data, Skillko shall to the extent permitted by law give prompt notice of such fact to the Purchaser prior to any disclosure and will comply with any lawful instructions of the Purchaser concerning such disclosure.

15.8 Personnel and Confidentiality

15.8.1 Skillko imposes appropriate contractual obligations regarding confidentiality, data protection and data security on its personnel engaged in the Processing of Purchaser Personal Data. Skillko shall ensure that Skillko's access to Purchaser Personal Data is limited to those personnel performing Services in accordance with the Main Agreement. Skillko has a data protection office and communications can be sent to privacy@skillko.com.

15.9 Appointment of Subprocessors

15.9.1 Purchaser authorises Skillko to appoint (and permits each Subprocessor appointed in accordance with this section 9 to appoint) Subprocessors in accordance with this section 9.

15.9.2 Skillko may continue to use those Subprocessors already engaged by Skillko as at the date of this Addendum, subject to Skillko in each case as soon as practicable meeting the obligations set out in section 9.4.

15.9.3 Skillko will within thirty (30) days' notice inform the Purchaser of any intended change in the Subprocessors or the appointment of a new Subprocessor and the Purchaser shall be entitled to make any objections hereto. If no written objections have been received within ten (10) days, the proposed Subprocessor shall be deemed accepted. If the Purchaser does notify Skillko in writing of any objections (on reasonable grounds) to the proposed appointment, Skillko shall work with Purchaser in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and where such a change cannot be made within 20 calendar days from Skillko's receipt of Purchaser's notice, notwithstanding anything in the Main Agreement, either Party may by written notice to the other party, with immediate effect terminate the Main Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor.

15.9.4 With respect to each Subprocessor, Skillko shall ensure that it has entered into a written agreement with each such Subprocessor and such written agreements contain data protection terms not less protective with respect to Processing of the Purchaser Data, to the extent those requirements are applicable to the nature of the Services provided by such Subprocessor. For the avoidance of doubt, Skillko shall be liable for the acts and omissions of its Subprocessors to the same extent Skillko would be liable if performing the services of each Subprocessor directly under the terms of this DPA, except as otherwise set forth in the Main Agreement.

15.9.5 Transfer of Purchaser Personal Data to an Ex-EEA Subprocessor, will only be permitted where Skillko can ensure that "an adequate level of protection" is in place or the provision of "appropriate safeguards" (as such respective terms are understood under directive 95/46/EC or the GDPR or any subsequent legislation) to protect the Personal Data being transferred and supporting documentation (if required) has been provided to Purchaser. If no SCC exists to allow for a transfer from Skillko to an ex EEA Subprocessor, Purchaser agrees to enter into a SCC Agreement with such ex EEA Subprocessor or will instruct Skillko in writing to enter into an SCC Agreement as its agent as reasonably required for the transfer of such Purchaser Personal Data to a Subprocessor outside the EEA.

15.10 Transfer of Purchaser Personal Data Outside European Economic Area on Purchaser's Instructions

15.10.1 Other than for transfers of Personal Data to a Skillko appointed ex EEA Subprocessor, the terms of which transfers are governed by section 9.4 above, Skillko agrees to only transfer Personal Data to an importing entity based in a jurisdiction outside the EEA on the Purchaser's specific written request. For the avoidance of doubts this will include transfers to subcontractors or agents of the Purchaser or to Purchaser Affiliates or transfers from the EEA back to the Purchaser where it is itself is located outside the EEA.

The Purchaser shall be solely responsible for satisfying itself that an “adequate level of protection” is in place or the provision of “appropriate safeguards” exist in relation to the processing of Personal Data and in making such a request it confirms that it has satisfied itself that any such transfer carried out in the manner specified to Skillko by the Purchaser will be in compliance with Data Protection Laws. Skillko disclaims all responsibility for the actions of such third parties or for loss, damages or claims arising as a result of deploying such integrations or transferring the Personal Data on Purchaser’s behalf. Skillko makes no representations or warranties as to the suitability of such third parties for receipt of the Relevant Personal Data or Data Extracts or of the suitability of any third-party services to process the Relevant Personal Data or Data Extracts.

15.10.2 Purchaser agrees to cooperate with Skillko where, due to changes in law or practice, an alternate data transfer mechanism is required to be put into operation to ensure an “adequate level of protection” or the provision of “appropriate safeguards.”

15.11 Return of Purchaser Personal Data

15.11.1 On termination or expiry of this Main Agreement, or otherwise on request by the Purchaser, Skillko shall:

1. return all the Purchaser Personal Data to the Purchaser; or
2. delete the Purchaser Personal Data within 60 days at the Purchaser’s election.

15.11.2 Skillko and its Subprocessors may retain Purchaser Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Skillko shall ensure the confidentiality of all such Purchaser Personal Data and shall ensure that such Purchaser Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose

15.12 Authorized Affiliates

15.12.1 The Parties acknowledge and agree that, by executing this DPA, the Purchaser enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates.

15.12.2 Where applicable, each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Main Agreement. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Main Agreement and any violation of the terms and conditions of the Main Agreement by an Authorized Affiliate shall be deemed a violation by Purchaser.

15.12.3 The Purchaser shall remain responsible for coordinating all communication with Skillko under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates. The Purchaser shall provide only lawful instructions to Skillko from time to time, and where relevant, Purchaser, having been duly authorised to do so by its Authorized Affiliates, shall act as agent for such Authorized

Affiliates for such purposes and Skillko shall be entitled to treat the instructions given by Purchaser in respect of the Purchaser Personal Data as having been duly given by such Authorised Affiliates;

15.12.4 Except where applicable Data Protection Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Skillko directly by itself, the parties agree that (i) solely the Purchaser shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Purchaser shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together.

15.12.6 Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Main Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Main Agreement and this DPA.

15.12.7 For the avoidance of doubt, Skillko and its Affiliates' total liability for all claims from the Purchaser and all of its Authorized Affiliates arising out of or related to the Main Agreement and this DPA shall apply in the aggregate for all claims under both the Main Agreement and the DPA including by Purchaser and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Purchaser and/or to any Authorized Affiliate.

15.13 General Terms

15.13.1 Order of Precedence

With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Main Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this Addendum shall prevail.

15.13.2 Transfers

Subject to the terms of the Main Agreement, Skillko reserves the right to transfer information (including Purchaser Personal Data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of Skillko's business provided that the third party agrees to adhere to Skillko's terms relating to personal data and provided that the third party only uses Personal Data for the purposes that it has been provided it to Skillko. The Purchaser will be notified in the event of any such transfer.

15.13.3 Changes in Data Protection Laws

Should changes to applicable Data Protection Laws, including the interpretation thereof, entail increased costs for Skillko or its Subprocessors, Skillko may, subject to providing written notice to the Purchaser, increase the rates charged to the Purchaser to reflect the

increased costs. The increase to the Purchaser should be fair and reasonable and should be proportional to what other similar Purchasers are being asked to pay.

15.13.4 Skillko may propose variations to this DPA which Skillko reasonably considers to be necessary to address the requirements of any Data Protection Law. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified as soon as is reasonably practicable. Purchaser shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Skillko to protect Skillko and the Subprocessors against additional risks associated with the variations proposed.

16. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct loss actually suffered, paid or incurred by you that is a foreseeable result of our breaking these terms or failing to use reasonable skill and care in respect to our Services, up to an aggregate amount of the aggregate cost of your booking as set out in the confirmation email (whether for one event or series of connected events). However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, distributors, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Supplier as made available on our Platform, (iii) the services rendered or the products offered by the Supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Supplier (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

Whether or not the Supplier has charged you for your training, product or service, or if we are facilitating the payment of the (training) price, you agree and acknowledge that the Supplier is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the (training) price to the relevant tax authorities. Skillko.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the (training) price to the relevant tax authorities. Skillko.com does not accept any liability for any product or service made

available on the Platform. You will need to make your own independent judgement about whether to buy any products or services offered by the Suppliers. It is the responsibility of the Suppliers to insure adequate insurance cover is in place in respect of the services being provided.

By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that Skillko.com may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as Skillko.com at its discretion sees fit. You are granting Skillko.com a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as Skillko.com at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, training owners) due to Skillko.com publishing and using these photos/images. Skillko.com does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of Skillko.com. Skillko.com disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by Skillko.com at any time and without prior notice.

17. Jurisdiction

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction over any dispute arising out of these general terms and conditions and our services.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

19. Miscellaneous

19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Neither party shall without the prior written consent of the other party assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this Agreement. Furthermore, either party may assign all of its rights and obligations under this Agreement to (i) an Affiliate, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Skillko is participating.

19.3 Purchaser agrees (i) to allow a press release relating to this Agreement to be published within sixty (60) Business Days of the Effective Date. The parties agree that the text of such release must be approved in writing by both parties prior to any disclosure; (ii) to act as a reference client (iii) to grant permission and a license to allow Skillko to use Purchaser name and logo in its website and marketing material collateral; and (iv) to participate with Skillko at two conferences/events, such events to be agreed by the parties. Participation shall be by senior representatives from Purchaser.

19.4 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorize either party to act as agent for the other.

19.5 Any notice required to be given under this Agreement shall be in writing and sent to the other party by registered and recorded delivery at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes or (ii) by email to such email addresses agreed between the parties for receipt of contractual notices.

19.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

19.7 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the laws of Ireland. The parties irrevocably agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims).

(a) The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement.

20. Third-party Developer API Usage Policy & Guidelines

To ensure a positive experience for all, developers against the Skillko APIs must adhere to the following fair usage guidelines below.

20.1 API Rate Limits

Developers are subject to rate limits to prevent abuse and ensure fair usage. Current platform wide API call rate limits are 3,600 per hour (60 per minute) per API client. Call rate usage bursts are allowed once:

- usage averages out close to our call rate limits over the space of an hour
- usage call rates per minute do not exceed 3x policy for more than 5 minutes

Request rate limits may be adjusted based on your account type or usage history.

20.2 Authentication and Access

Use secure authentication methods provided by our API to access resources.

Keep your API credentials confidential.

Do not share them publicly or embed them in client-side code.

20.3 Data Privacy

Respect user privacy and only access the data necessary for your application's functionality.

Do not store sensitive user information retrieved from the API longer than required.

20.4 Accountability

Developers are responsible for the proper use and security of their API keys.

Report any security vulnerabilities or suspicious activity promptly to the Developer API team at apis@skillko.com.

20.5 Monitoring and Analytics

Skillko API team monitor and review API usage on a daily basis.

We suggest you implement adequate monitoring on your client side too to avoid suspension of access.

20.6 Compliance

Ensure your application complies with relevant laws and regulations.

If applicable, obtain user consent for data processing activities facilitated through the API.

20.7 Usage Reporting

Provide accurate and up-to-date information about your application when requested by Skillko.

Report any unexpected behaviour or issues with the API promptly to the Developer API team at <mailto:apis@skillko.com>.

20.8 Changes to Policy

Skillko reserves the right to update the fair usage policy.

Developers will be notified of any changes.

20.9 API Change Log Policy

Skillko reserves the right to update and evolve our APIs as needed by the business, for our clients, and for the community. We always endeavor to maintain compatibility and not to introduce backwards breaking changes.



If a backwards breaking change is required, we will communicate our intention to update no less than 90 days prior to give the community time to adjust.

20.10 Suspension of Access

Failure to comply with this fair usage policy may result in the temporary or permanent suspension of API access.

By using Skillko's API, you agree to abide by this fair usage policy. We appreciate your commitment to responsible and respectful API usage.

See our [developer documentation](#) for more details.

Updated as of: October 10, 2024