

## TERMS OF USE

Your use of the Services provided at Skillbreak.com (the “**Service**”) is subject to your acceptance of these Terms of Use and are effective as of the date when you first register an account. Persons under the age of 18 may not use the Services without explicit parental consent.

Skillbreak is operated by Wesome AB (“we”; “us”; “our”). We are registered in Sweden under company number 559108-4305. You can contact us by writing to us at [hello@skillbreak.com](mailto:hello@skillbreak.com). If we have to contact you we will do so by writing to you at the email address you provide to us when you register with us.

### KEY TERMS

“**Website**” Content and services available at Skillbreak.com

“**Service**” The functionality that is set forth on the Website from time to time, mainly an online platform that connects Participants and Providers of workshops.

“**Workshops**” educational learning experiences

“**Providers**” providing the Workshops

“**Participants**” enrolling in the Workshops

“**Listing**” means a workshop that is listed by a Provider as available for Booking via the Website, Application, and Services

“**Booking**” means a limited license granted by the Provider to the Participant to enter and use the services provided by the Provider for the limited duration of the confirmed booking.

“**Service fee**” means the fee that Skillbreak charges a Provider and a participant for the use of the Services, which is calculated as a percentage of the applicable Workshop Fees.

“**Fees**” means the amounts that are due and payable by a Participant in exchange for a workshop. The Provider alone, and not Skillbreak, is responsible for the Fees for his or her Workshop.

“**User**” means Participants and Providers collectively.

“**User Content**” means text, graphics, images, music, software (excluding the Application), audio, video, information or other material that user uploads.

“**Content**” means all Content that Skillbreak makes available through the Website, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding User Content.

## **ABOUT THE SERVICE**

Skillbreak connects Participants seeking a workshop to Providers providing such a workshop. The service includes provision of an online platform (skillbreak.com) which lists Workshops and educational learning experiences and which allows providers of such Workshops to contract with individuals looking to enroll in such Workshops. The service is made available free of charge. We may update our service from time to time, and may change the content at any time.

You can browse Workshops on the Website without having registered as a Participant or Provider. However, if you wish to proceed to book a Workshop, list a Workshop, ‘like’ a Workshop or provide feedback or comment on a Workshop then you must first register as a Participant or Provider accordingly.

When creating a user account on the Website, you confirm that you accept these terms of use and agree to comply with them. You also approve our processing of your personal data, which is made in accordance with our [Privacy Policy](#). We also reserve the right to monitor and track your visits to the Website. Please see our [Cookie Policy](#). We may, from time to time send relevant communication about upcoming workshops to registered users. You may choose a user name and a password or use one of the selected social media accounts as set forth on the Website from time to time. If you use another account to access your user account with Skillbreak, for example your Facebook account, you authorize us to collect your authentication information. Please note that your information may be subject to the privacy policies as well as the terms of use of such third party Websites.

When Participants and Providers make or accept a booking through Skillbreak, they are entering into a contract with each other. Skillbreak is not a party to any transactions between Participants and Providers. Notwithstanding, Providers and Participants agree that “Stripe”, Inc. will be their payment collection agent for the limited purpose of accepting payments from Participants on their behalf. Stripe Checkout User Terms of Service can be read in full [here](#).

We assume no liability for any Workshops and have no involvement with any Workshops beyond providing a platform for their listing and booking. Workshops are the responsibility of Providers and we accept no liability for any acts or omissions of any Participants at Workshops. You hereby acknowledge we do not

screen, monitor or otherwise qualify any person who registers as a user on our Website.

Please note that we cannot guarantee that the Website, or any content on it, will be up to date or free from errors or omissions, or that it will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice.

We reserve the right to refuse, suspend or terminate your use of the Website, and/or your registration with us as a Provider or Participant at our sole discretion if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use. Please note that we have the right to cancel your user account if it is left inactive during a period of 365 consecutive days. We may in our discretion amend or edit details of your registration or other information uploaded by you in order to correct errors and/or provide updates, in which event we shall notify you.

Our Website is directed to people residing in Sweden. We do not represent that content available on or through our Website is appropriate or available in other locations. We may limit the availability of our Website or any service or product described on our Website to any person or geographic area at any time. If you choose to access our Website from outside Sweden, you do so at your own risk.

### **Additional terms for Providers**

Where you are registered as a Provider, you hereby agree (in your capacity as such) as follows: The Website shall not permit enrolment of Participants in excess of maximum stated Participant numbers. Where selected by you, and subject to obtaining relevant consents from Participants, the name and email address of each Participant shall be provided to you for use by you in delivering the Workshop and subject to the terms of our Privacy and Cookies Policy.

Other than Workshops cancelled or postponed in accordance with our Workshop Cancellation Policy, you must deliver all Workshops in accordance with their description and at the times and places stated. You hereby indemnify us in your capacity as a Provider for any and all losses or liabilities, including any refunds or compensation payable to Participants, suffered or incurred by us in connection with any Workshops cancelled, postponed or otherwise changed by you otherwise than in accordance with the Workshop Cancellation Policy.

For each Workshop, the Provider is responsible for setting the applicable enrolment fee (the "Fee") and maximum number of Participants, and for each listing provide accurate information to us. You are also responsible that your

communication with participants must be accordance with good marketing practice and the Marketing Act. Fees must be stated inclusive of all VAT and other applicable taxes, charges and expenses. Fees for a given Workshop may not be altered once that Fee has been listed, except in circumstances in which there have been no Participants enrolled for the Workshop at the time of the increase. However, you may reduce a Fee for a given Workshop once that Fee has been listed on your Provider Pages in order to fill places and/or issue offers or discounts which are redeemable against such Fees.

We will take payment for the Workshop via a third party payment processor, please read their [Terms of Use](#). We shall pay you Fees for Workshops not more than 8 days following the date of the Workshop, after deduction of applicable commissions “the service fee”.

You shall not seek or accept direct payment of any Workshop fee from any person who is registered as a Participant. In case you have a complaint about a workshop and decide to refund a participant, you do so at your sole discretion. We shall not be obliged to remit to you the service fee.

You acknowledge that, in certain circumstances, Participants shall be entitled to cancel their enrolment on a Workshop and obtain a refund in accordance with our [Workshop Cancellation Policy](#). If you wish to impose any additional terms and conditions with a Participant, you hereby agree that those terms and conditions shall not contain anything inconsistent or conflicting with these terms of use and in accordance with good marketing practice and the Marketing Act.

As a provider you are responsible for paying (if applicable) any income tax, VAT, social security contributions and all other taxes for your income, regardless of where the tax obligation arises. It specially noted that Skillbreak is not responsible for any permits required. We may provide some non-exhaustive information in our Help section to help get Providers started toward understanding and complying with laws that may apply. While we hope you find the non-exhaustive information in the Help Center useful, you alone are responsible for understanding and complying with any and all laws and regulations that apply to your workshop.

If you create a Listing on Skillbreak and/or provide a workshop, you understand and agree that your relationship with Skillbreak is limited to being a user and an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Skillbreak for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Skillbreak. Skillbreak shall not control, and has no right to control, your Listing, Trip or Experience, or any details in connection with any Listing, Trip or Experience, that you provide.

## **Additional terms for Participants**

At the time of enrolment on and paying for a Workshop, we shall expressly request your consent to disclose your name and email address to the relevant Provider to enable the Provider to contact you directly as required in relation to the Workshop.

By booking a Workshop you will be entering into a binding contract with the Provider under which the Provider is obliged to provide the Workshop to you, of the type and description, and at the time and place, as listed on the Website. In some circumstances, a Provider may issue you with its own confirmation of booking of a Workshop and/or additional terms and conditions. To the fullest extent permissible by applicable law, we accept no liability for any acts or omissions of any Provider connected with any Workshop.

As a condition of enrolling on a Workshop as a Participant, you will be required to pay the applicable Fees. We act as the Provider's payment collection agent for the purposes of receiving payments of Fees from you and we will take payment for the Workshop via a third party payment processor "Stripe", thus you may be subject to that third party's terms and conditions governing use of its service. Please ensure that you review their [Terms of Use](#) before making a payment.

You acknowledge and agree that Providers shall be entitled to eject you from a Workshop or refuse your entry to a Workshop (or subsequent Workshop), if in their reasonable discretion your conduct at a Workshop is inappropriate, offensive or dangerous.

While we think you'll enjoy the Workshops provided by Providers, we do not endorse any Provider or Workshop. We can't guarantee or control the quality, safety, suitability, satisfaction or usefulness of any Workshop, nor the conduct of any Provider or Participant. The decision whether to list, book, or participate in an Workshop is yours alone, and is at your sole risk.

## **CANCELLATION POLICY**

Participants may be entitled in certain circumstances to cancel your enrolment for a Workshop, in accordance with our [Workshop Cancellation Policy](#).

Cancellation period for all workshops is 5 days prior. If you cancel the Workshop in accordance with the cancellation Policy you are eligible to obtain a refund from us, after deduction of applicable service fees, as explained in the [FAQ](#). You agree that in all other circumstances you will remain liable for the Fees for a Workshop, whether or not you attend the Workshop.

Should you need to cancel later due to special circumstances, please submit your request in writing to [bookings@skillbreak.com](mailto:bookings@skillbreak.com). Include your full name and email address. Skillbreak will decide upon an appropriate refund, in its sole discretion.

If a Provider cancels a Workshop for any reason, we will provide you with a refund of the relevant Fees paid for that Workshop or arrange a suitable replacement Workshop.

## **DISCLAIMER OF WARRANTY**

The Website and the Services are provided 'as is' without warranty of any kind and your use of the Services is solely your responsibility.

*If you choose to use skillbreak, you do so voluntarily. You understand and agree that some workshops may carry inherent risk, and by participating, you choose to assume those risks voluntarily. You deem necessary to investigate the workshop, laws, rules or regulations that may be applicable to the workshop you are offering and/or receiving and that you are not relying upon any statement of law or fact made by skillbreak relating to your workshop.*

We do not grant any warranties, express or implied or otherwise, as to the accessibility, quality, fitness for any particular purpose, suitability or accuracy of the Website or the Services.

We advise you not to trust the accuracy of the Services and expressly disclaim all liability regarding the functionality of the Services. There may be situations when the Services will not be accessible, including but not limited to necessary maintenance and circumstances outside our control, for which we shall never be liable.

## **INDEMNITY AND LIMITATION OF LIABILITY**

You are liable to us for any damages caused to us, or any third party, due to your breach of these Terms of Use, including but not limited to the misuse of the Website and/or Service. To the extent permitted under mandatory law, we shall not be liable to you or any third party for any direct damages, indirect damages or any other damages of any kind including but not limited to loss of profit, loss of income, loss of revenue, business interruption or goodwill losses arising out of or in connection with these terms or the use or inability to use or access the Services or the Website. We are not liable to you for any claims made by third parties towards you.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Content**

You agree that the Website and the Services contain content specifically provided by us or third parties and that such content may contain intellectual property rights. You agree to respect all intellectual property rights, including but not limited to copyright, trademarks, trade names (whether registered or not) contained or displayed on the Website or which you gain access to in connection with the Services.

You may only use the content of the Website for your own use of the Services and you must not use the content of the Website in breach of applicable law or these Terms of Use. You agree that the content published on the Website may belong to third parties, and that we do not have control over such content. Therefore, you agree that we shall not be held responsible for any such content provided by third parties and displayed on or contained in the Website or the Services.

### **User Content**

When using the Services you may upload User Content to the Website. Ownership of all User Content shall stay with you, or the third party having ownership to such User Content.

You hereby grant us a worldwide, non-exclusive, royalty-free and sub-licensable right to Provider, publish, distribute, stream, transmit, playback, transcode, copy, scale, crop, feature, display and otherwise use the User Content to provide and market the Website and the Services.

You warrant that you have all necessary rights to display and upload the User Content and in all other ways use the User Content and to provide us with the above license to the User Content. Should any User Content infringe the intellectual property rights of a third party, you agree to immediately remove all infringing parts of the User Content and indemnify us all damages, costs and expenses incurred as a result of such infringement.

Should we be made aware or have reason to believe that the User Content infringes any third party's intellectual property rights, we have the right, but not the obligation, to remove from the Website all such User Content and may suspend access to your account temporarily or permanently.

### **Code of conduct**

You may upload videos, audio clips, written comments, data, text, photographs, software, scripts, graphics and other information ("User Content") to the Website. You are fully responsible for any User Content that you upload to the Website.

You agree and warrant that you will not publish, post, transfer, distribute or upload any content or information to the Website and/or the Services which:

- (a) is false, misleading, untruthful or inaccurate,
- (b) promotes or encourages illegal activity,
- (c) is racially or ethnically offensive and/or constitutes agitation against a minority (such as a national or ethnic group),
- (d) constitutes defamation, contains pornography or is in any other way sexually explicit,
- (e) attacks sexual orientation or religion or is discriminating in any other way, or
- (f) is in any way harmful, abusive, offensive or illegal or which infringes the rights of any third party (such as including but not limited to copyright and trade marks).

You agree and warrant that you will not, and will not permit any third party to:

- (a) use the Website and/or the Services to transfer or upload files or other content that contains viruses, Trojans, corrupted data, malicious software or other programs that may harm computers or other property,
- (b) use the Website and/or the Services to defame, harass, discriminate or threaten another person or in any other way violate the rights of another person,
- (c) distribute or reproduce all or any part of the Website and/or the Services,
- (d) alter, disassemble, decompile or reverse engineer any part of the Website and/or the Services, unless explicitly permitted by mandatory law,
- (e) use software that reads data on the Website and/or the Services automatically,
- (f) use the Website and/or the Services to request or encourage other users to breach any provision of these Terms of Use,
- (g) abuse the Website and/or the Services or use it for any unlawful or unauthorized purpose (which includes transmitting any computer viruses through the Website, or
- (h) using the Website and/or the Services in a manner which violates or infringes the rights of anyone else).

We reserve the right to immediately remove any content from the Website that we in our sole discretion deem is in breach of these Terms of Use, any other terms or policies posted on the Website or is otherwise harmful to us or to our users.

## **CHANGE OF TERMS AND TERMINATION OF SERVICES**

We have the right to make changes to these Terms of Use. We will inform you of any such changes at the latest thirty (30) days before a change starts to apply under “my account”. We will give you such information by clear notice page on your account pages or by email to the email address provided by you.

You have the right to at any time and without prior notice terminate your user account, just drop us a note at [hello@skillbreak.com](mailto:hello@skillbreak.com).

We have the right to suspend your access to the Services with immediate effect if we have reason to believe that you are violating these Terms of Use. Furthermore, we reserve the right at any time to modify, discontinue, temporarily or permanently cease providing the Services without prior notice at any time on our own discretion, or if required by law or decision by an authority. You agree that we shall not be liable to you or to any third party for such modification, suspension or discontinuance.

### **Change of Control**

If the ownership of our business changes, we may transfer your information to the new owners so they can continue the Services. The new owner will still have to honour the commitments we have made in these Terms of Use.

## **GOVERNING LAW AND DISPUTES**

These Terms of Use shall be governed by and construed in accordance with Swedish laws, without regard to its conflict of law rules.

Any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by the Swedish courts, with the District Court of Stockholm as the first instance, unless otherwise provided by mandatory law.

### **How to contact us**

Please let us know if you have any queries or concerns about the service we provide, by emailing us at [hello@skillbreak.com](mailto:hello@skillbreak.com). Any queries, concerns or questions about a specific Workshop should be raised directly with the Provider.

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*These Terms were issued on 18th of December 2016.*