

Terms of Service

The following terminology applies to these Terms and Conditions described below (“these Terms of Service”), the terms and conditions of our privacy policy (the “Privacy Policy”) and any other legal notices published by us on the Service (collectively, the “Governing Documents”):

“Student”, “Customer”, “You”, “User” and “Your” refers to you, the person accessing this Website and exploiting Our Services/Products and therefore accepting the Company’s terms and conditions and;

“User Account” or “Account” shall mean the online account maintained by the User at the Website to avail of the Services;

“Skillmax”, “Company” or “We” and through similar words such as “us,” “our,” etc., refers to Skillmax LLC.

“Party” or “Parties” refers to both the Customer/User and Ourselves, or either the Customer or Ourselves;

“Service” or “Services” refers to a unique service provided by our Company, such as an online live group training, online live group class, consultation etc. as a result of Our commitment and services.

By using this website <https://skillmax.courses> (“Website”) or/and by accessing any part of the Service, you are agreeing to these Terms of Service, the Privacy Policy and the other Governing Documents.

If you do not agree to any of these terms, you should not use the Service.

These Terms of Service apply to all users, including both users who are simply viewing content available via the Service and users who have registered as customers of Skillmax.

We may, at our sole discretion, modify these Terms of Service at any time. By accessing the Service at any time after such modifications, you are agreeing to such modifications. These Terms of Service were last modified as of July 1, 2022.

Description of Service

The Website allows a student to purchase the Service for a fee.

We reserve the right to refuse to provide the Service to any person for any reason and/or to discontinue the Service in whole or in part at any time, with or without prior notice.

Copyright, Licenses and User Submissions

The Products we provide You with free or for a fee paid through Our Website constitute Our intellectual property. The entire contents of the Service are protected by international copyright and trademark laws

and other proprietary rights. The owners of the copyrights and trademarks are Skillmax, its affiliates and/or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SERVICE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE. You may print and download portions of material from the different areas of the Service solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials, and not to share any material that you paid for with anyone else who has not also purchased a license for that material.

You may not use any robots, spiders, or similar data mining, data gathering or extraction tools or manual processes to collect, gather or copy any content or data on or related to the Service in a manner not authorized by Skillmax in writing. You may not engage in practices of "screen scraping," "database scraping" or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Service, in any manner and any quantities not authorized by Skillmax in writing. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of Skillmax or its affiliates without express written consent. You may not use meta tags or any other "hidden text" utilizing the Skillmax name or trademarks without the express written consent of Skillmax.

Content submitted by users for inclusion on the Service (including, without limitation, any information submitted on message boards, forums or other public areas of the Service) is sometimes referred to in these Terms of Service as "User Submissions." Whether or not any User Submission is published, it will be subject to these Terms of Service. Skillmax does not guarantee any confidentiality with respect to a User Submission, regardless of whether or not it is published. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize Skillmax to use the User Submissions in the manner contemplated by the Service and these Terms of Service.

You hereby grant to Skillmax a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Submissions or any other materials or information (including, without limitation, ideas for new or improved products or services) you communicate to Skillmax by all means and in any media now known or hereafter developed. You also grant to Skillmax the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Skillmax for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Skillmax.

We neither endorse nor assume any liability for the contents of any User Submission. We generally do not pre-screen, monitor, or edit User Submissions. However, we and our agents have the right at their sole discretion to remove any User Submission or other content that, in our judgment, does not comply with these Terms of Service and any other rules of user conduct for the Service, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against us arising out of such removal of any User Submission, whether it is your own or another user's. See "Copyrights, Licenses and User Submissions" above for a description of the procedures to be followed in the event that

any party believes that a User Submission infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

If You See Something That Infringes Your Copyright

In accordance with the Digital Millennium Copyright Act (“DMCA”), we’ve adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

1. Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Service infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to Skillmax’s Designated Agent to Receive Notification of Claimed Infringement (our “Designated Agent,” whose contact details are listed below):
 - a. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - b. Identification of works or materials being infringed;
 - c. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Skillmax is capable of finding and verifying its existence;
 - d. Contact information about the notifier including address, telephone number and, if available, email address;
 - e. A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
 - f. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
2. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:
 - a. remove or disable access to the infringing material;
 - b. notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
 - c. terminate such content provider's access to the Service if he or she is a repeat offender.
3. Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:
 - a. A physical or electronic signature of the content provider;

- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- c. A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- d. Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Skillmax is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Skillmax may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Skillmax may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Skillmax's discretion.

Please contact Skillmax's Designated Agent at help@skillmax.courses. Alternatively, you may send a complete notice of copy infringement to the following address:

Skillmax LLC

5900 Balcones Dr #100, Austin, TX 78731

Account Terms

The following terms apply to your use of the Service and any account that you may open or attempt to open via the Service:

1. You represent and warrant that you are at least 16 years of age. If you are under age 16, you may not, under any circumstances or for any reason, use the Service.
2. You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted.
3. You are responsible for maintaining the security of your account and password. We view any actions taken by your account as taken by you. Skillmax will not be liable for any loss or damage from your failure to comply with this security obligation.

Changing Fees

We reserve the right, at any time, to change any prices, fees or charges for using any services provided on the Service (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid or free services used prior to the time of the change.

Rules for All Users

When you sign up for the Site, you agree to the following rules:

1. You will use the Service only for lawful purposes and agree to not use the Service in any way that will infringe upon the use or rights of any other user.
2. Your use of the Service is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Service.
3. You will not upload any copyrighted, trademarked, or proprietary materials on the Service without the expressed permission of the owner. You will not post any content that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party.
4. You assume full responsibility for the content of the Service offered.
5. You understand that services posted are publicly available to be viewed and accessed by any student.
6. You agree that you will not engage in any behavior that constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
7. You will not share content from the Service with anyone who is not properly licensed to access the content.
8. You will not upload, share, post, distribute or otherwise partake in any behavior that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies.
9. You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.
10. You will not share software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.
11. You will not impersonate any person or entity, including any of our employees or representatives.
12. You will not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all parts of the Service may be available to you or other authorized users of the Service. You shall not interfere with anyone else’s use and enjoyment of the Service. Users who violate systems or network security may incur criminal or civil liability.

Specific Rules for Teachers

When you participate in a service on the Site, you agree to the following rules:

1. You will honor any enrollments at the price and time listed in the Service, and not to refuse enrollments or participation by any student for any discriminatory or other illegal reason.
2. You grant us the right to place advertisements on your content at our sole discretion.
3. Any content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material.
4. You represent and warrant to Skillmax that you are qualified to teach the courses that are listed as the Service and that you will at all times conduct yourself in a professional manner and in compliance with all applicable laws.
5. You understand that, if you teach a course, your students will have the ability to post a review of this course. We cannot control the contents of any such review and will not be held responsible for any information or opinions that a user may include in any such review.
6. You may choose to remove content from your course and will continue to own such content, but we will continue to have the right to use that content and to provide it to students who have paid for or enrolled in your course.
7. You grant us full ownership of any video content that we have filmed for you. It is at our sole discretion to remove, add, or edit that video content.
8. You agree that you will not submit content to Skillmax that violates Skillmax's rules and policies, which may be occasionally updated.
9. Skillmax reserves the right to, but is under no obligation, to delete the listing of any course at any time and for any reason.

Specific Rules for Students

When you enroll in a course on the Site, you agree to the following rules:

1. You will accept all of the terms and conditions including the cancellation policy listed in the Service when you agree to enroll in or access a course on Skillmax.
2. You will follow all reasonable rules set by a teacher with respect to a course, and you will not take any actions to interfere with the teacher or any other students in the course.
3. You may access course content for your information and personal use only.
4. You will not copy any materials or techniques for purposes of your own or others' courses, or for interfering with any courses or the teacher's ongoing relationship with any students participating in such course.
5. Skillmax reserves the right to delete or suspend your account if you violate any of our rules, or at any time and for any reason.

Data Policy

When a student takes a course on Skillmax, we will share the student's username and profile with the teacher for the purpose of teaching these students on Skillmax. By enrolling in a course on Skillmax, a student grants to us permission to share that student's information with the teacher. The teacher is required to respect the privacy of the student. The teacher has a limited license to use this information only for Skillmax-related communications or for Skillmax-facilitated transactions. The teacher may use that personal information for no other purpose, such as sending unsolicited commercial messages or unauthorized transactions. Without express consent from that person, you must not add any Skillmax misuse any student's personal information. Remember that you need to comply with all relevant legal rules when you use Skillmax. This include applicable data protection and privacy laws which govern the ways in which you can use another Skillmax user's information.

Finally, we may collect demographic information about you, such as gender, race and ethnic origin. We usually collect and use this information on an anonymized basis. If you provide demographic information to Skillmax, you do so voluntarily and Skillmax will collect, store and use your demographic information in accordance with our privacy policy. We may use this type of data to analyze trends and assist us in understanding demographic patterns related to our community and new and existing products, programs, or services; to administer, analyze, and improve the content and functionality of the Site and Services; for marketing; and to gather demographic information about our user base as a whole. We utilize unstructured machine learning technologies to understand user behaviors and to provide user-specific recommendations and other personalization of the Site or Services experience.

Teaching or Participating in a Course

These Terms of Service and the Governing Documents are in addition to any agreements, releases or other documents (the "Course Agreements") that a teacher and student may enter into in connection with a course, including any Course Agreements entered into through the Service. Students and teachers are each responsible to the other for complying with the terms of the Course Agreements, but Skillmax has no control over either party's compliance. Among other things, Skillmax cannot control (a) the provisions of the Course Agreements, (b) the accuracy or legality of the Course Agreements or (c) any party's performance of its obligations under the Course Agreements. Accordingly, Skillmax shall not be held responsible for any liability arising out of the Course Agreements or any actions that you may take in reliance thereon, and is not a party to any transaction between you and any other user. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE SKILLMAX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "SKILLMAX PARTIES") FROM ANY CLAIMS OR DAMAGES OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, RELATING TO ANY DISPUTE RELATING TO THE COURSES AGREEMENTS OR ANY TRANSACTION OR ATTEMPTED TRANSACTION WITH ANOTHER USER OF THE SERVICE (WHETHER A STUDENT OR TEACHER). YOU AGREE AND UNDERSTAND AND INTEND THAT THIS ASSUMPTION OF RISK AND RELEASE IS BINDING UPON YOU AND YOUR HEIRS, EXECUTORS, AGENTS, ADMINISTRATORS AND ASSIGNS.

Your teaching or participation in a course is at your sole risk. Skillmax does not supervise courses and is not involved in any way with the actions of any individuals (whether students or teachers) at any courses. As a result, we have no control over the identity or actions of the individuals who are present at these courses, and we request that our users exercise caution and good judgment when participating in Courses. You acknowledge and agree that by participating in any courses (whether as a student or teacher) you may be exposed to a variety of risks and hazards, which may or may not be foreseen, including (without limitation) personal injury, property damage and death. You are solely responsible for all costs and/or risks associated with your participation in any course. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE SKILLMAX AND EACH OF THE OTHER SKILLMAX PARTIES FROM ANY CLAIMS OR DAMAGES OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, RELATING TO YOUR PARTICIPATION IN ANY EVENT, WHETHER AS A STUDENT OR TEACHER. YOU AGREE AND UNDERSTAND AND INTEND THAT THIS ASSUMPTION OF RISK AND RELEASE IS BINDING UPON YOU AND YOUR HEIRS, EXECUTORS, AGENTS, ADMINISTRATORS AND ASSIGNS.

If applicable, you waive California Civil Code Section 1542, which states, in relevant part: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Service Payments

1. We will charge your Payment Method a price corresponding to the price of the course you are intending to participate in, and any applicable taxes. You are responsible for all applicable fees and charges incurred, including applicable taxes.
2. Skillmax reserves the right to change the terms of your course, including price, from time to time, effective as of the date of the change. We will give you advance notice of these changes, but we will not be able to notify you of changes in any applicable taxes.
3. Skillmax collects all fees and pays out all teachers through third party providers. Each provider is its own company, and Skillmax isn't responsible for its performance.
4. No refunds are offered for the purchased Service or any other fees collected.

Teacher Payments

1. Teachers and students agree that Skillmax's sole responsibility is to process payments and pay out teachers agreed compensation. Skillmax is not party to any transaction between any student and/or teacher and cannot be held responsible for any issues arising from any such transaction.
2. Teachers are responsible for all income and other taxes associated with the fees they earn. Skillmax teachers will receive the appropriate tax forms from either Skillmax or one of its payment partners. Teachers will be required to provide Skillmax with appropriate tax documentation.

Skillmax reserves the right to withhold any payment until it has received all tax identification information it requires to satisfy its obligations.

3. Skillmax reserves the right to withhold or cancel payments to Teachers if it deems, in its sole judgment and absolute discretion, that the Teacher engaged in behavior that violated any part of this Agreement.

Referral Program

You may participate in our “Referral Program” by referring potential students to the Service.

Refund Policy

We cannot offer a refund for the purchased Service.

We reserve the right, at our sole discretion, to limit or deny refund requests in cases where we believe there is a violation of these Terms of Service or any other Skillmax policy.

Free Trials

From time to time, we or others on our behalf may offer trials of paid courses or other services for a specified period without payment or at a reduced rate (a “Trial”). Skillmax reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

Price Changes

We reserve the right to adjust pricing for our service, or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.

Skillmax Rights

Skillmax reserves these rights:

1. We can make changes to the Skillmax Site and Services without notice or liability.
2. We have the right to terminate your account, payment, or other affiliation with the Service at any time and for any reason. We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use Skillmax in that jurisdiction.
3. We have the right to terminate your membership, account, payment, or other affiliation with the Service at any time and for any reason. We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use Skillmax in that jurisdiction.
4. We have the right to remove a teacher from the course at any time, without prior notice, at our sole discretion, should we identify that their account is associated with behavior that we deem to be in violation of our rules or guidelines.
5. We have the right to reject, cancel, interrupt, remove, or suspend any course, comment, or other posted comment at any time and for any reason.

Skillmax is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

Disclaimer of Warranties

THE SERVICE AND ALL MATERIALS INCLUDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICE AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY COURSE THAT YOU ATTEND VIA THE SERVICE, OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SERVICE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE SERVICE AND ANY OF THE CONTENT OR FEATURES INCLUDED THEREIN, INCLUDING THE PRICES AND ACCESS RULES FOR ANY FUNCTIONALITY, AT ANY TIME WITHOUT NOTICE. THE CONTENT INCLUDED ON THE SERVICE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

THE USE OF THE SERVICE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Service, you may have the opportunities to engage in commercial transactions with other users and vendors, including (without limitation) students and teachers. You acknowledge that all transactions relating to any course or other merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY COURSE, PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through the Service or presented at any course represents the opinions and judgments of an information provider, user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Skillmax spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of the Service for further information, which policies are incorporated by reference into these Terms of Service.

Skillmax is not responsible for any changes made to a course by the teacher.

You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Service is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You understand that any client or student testimonials or results featured in our promotional materials, programming, courses, website or social media platforms do not guarantee any particular outcome, experience, or results will be archived.

Skillmax and its representatives make no guarantees as to expected or average results or earning potential as a result of consuming Skillmax's content, both free and paid. You understand and accept that results vary by individual, and Skillmax and its representatives cannot control any such outcome.

You understand that the information provided throughout the courses and services are resources for informational resources only.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE OR ANY OTHER SKILLMAX PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICE.

FURTHER, NEITHER WE, NOR ANY OTHER SKILLMAX PARTY, SHALL BE LIABLE IN ANY WAY FOR ANY COURSE OR OTHER THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE SERVICE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH OTHER USERS OF THE SITE, INCLUDING WITHOUT LIMITATION ANY TRANSACTION BETWEEN A STUDENT AND TEACHER.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and the other Skillmax Parties harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of these Terms of Service or any of the other Governing Documents, or other negligent or wrongful conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Miscellaneous

You agree that the Service shall be deemed a passive interactive service based solely in New York and shall not give rise to personal jurisdiction over Skillmax, either specific or general, in jurisdictions other than New York. These Terms of Service, together with the Privacy Policy and the other Governing Documents, shall all be governed and construed in accordance with the internal laws of the State of Texas, without regard to conflicts of law principles. You agree that any legal action or proceeding between Skillmax and you for any purpose concerning these Terms of Service, the Privacy Policy, the other Governing Documents or your use of the Service shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Austin, Texas.

Any cause of action or claim you may have with respect to any of the foregoing matters must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

You and Skillmax agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be

incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: course arbitrations and course actions are not permitted. You understand that by agreeing to the Terms, you and Skillmax are each waiving the right to trial by jury or to participate in a course action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

These Terms of Service, together with the Privacy Policy and the other Governing Documents, constitute the entire agreement between you and Skillmax concerning the Service and the services provided by Skillmax. If any provision of any such document is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. Skillmax's failure to insist upon or enforce strict performance of any provision of these Terms of Service or any of the other Governing Documents shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Service. Skillmax may assign its rights and duties under these Terms of Service or any of the other Governing Documents to any party at any time without notice to you.

Most communication between Skillmax and you will be sent and received electronically. You agree that all electronic communication between Skillmax and you shall satisfy any legal requirements that such communications be in writing.

Any rights of Skillmax not expressly granted herein are reserved.