

Skillbreak

TERMS OF USE

Last updated: 2021-01-18

Your use of the Services provided at www.skillbreak.com (the “Service”) is subject to your acceptance of these Terms of Service (“TOS”) and are effective as of the date when you first list a Workshop, book a Workshop or participate in a Workshop, whichever happens first. Persons under the age of 16 may not use the Services without the consent of their caregivers.

Skillbreak is operated by Skillbreak AB (“We”; “Us”; “Our”). We are registered in Sweden under company number 559108-4305.

You can contact us by writing to us at support@skillbreak.com. If we have to contact you we will do so by writing to you at your email address or texting or calling the telephone number you provide to us when you register with us.

KEY TERMS

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

“**Listing**” means a workshop that is listed by a Creator as available for Booking via the Website or made available in any other way through Skillbreak.

“**Creators**” independent individuals or companies providing the Workshops.

“**Participant**” means an individual participating in a Workshop.

“**Service**” the connection of Participants seeking a Workshop to Creators providing such a Workshop.

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

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

“Terms” all our terms collectively

“User” means Participants and Creators collectively.

“Content” means text, graphics, images, music, software, audio, video, information or other material that the User or Creator uploads.

“Website” means www.skillbreak.com.

“Workshop” educational learning experience.

“Workshop Cancellation Policy” means the policy for termination/cancellation of a Workshop. Part of our [booking terms](#).

“Workshop Fee” means the amounts that are due and payable by a Participant in exchange for a Workshop.

ABOUT THE SERVICE

Skillbreak connects Participants seeking a workshop to Creators providing such a workshop. The Service includes the provision of an online platform (www.skillbreak.com) which lists Workshops and which allows Creators of such Workshops to contract with Participants looking to enroll in such Workshops. 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 Creator. However, if you wish to proceed to book a Workshop, list a Workshop, provide feedback or comment on a Workshop then you must first

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register as a Participant or Creator accordingly.

When Participants and Creators 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 Creators.

We assume no liability for any Workshops and have no involvement with any Workshops beyond providing a platform for their Listing and Booking and connecting Participants and Creators. Workshops are the responsibility of Creators 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 will not be liable to you if for any reason our Website is unavailable at any time or for any period.

We reserve the right to refuse, suspend or terminate your use of the Website, and/or your registration with us as a Creator 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.

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 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

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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.

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.

The Creator has the right to reject and eject Participants if they are intoxicated or in any other way jeopardizing the security of the other Participants or the Creator. In that case no repayment of the Workshop Fee will be made.

Additional terms for Creators

Where you are registered as a Creator, 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. Other than Workshops canceled 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 Creator 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 canceled, postponed or otherwise changed by you otherwise than in accordance with the Workshop Cancellation Policy.

As a Creator you are responsible for having the appropriate insurances and registrations and fulfilling all legal requirements to be able to offer the Workshop.

For each Workshop, the Creator is responsible for setting the applicable enrollment Workshop Fee and maximum number of Participants, and for each listing provide accurate information to us. You are also responsible for ensuring that your communication with participants is in accordance with good marketing practices, applicable laws and GDPR. Fees must be stated inclusive of VAT and all other applicable taxes, charges and expenses. The Workshop Fee may not be altered once that Workshop Fee has been listed, except in circumstances in which there

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have been no Participants enrolled for the Workshop at the time of the increase. However, you may reduce the Workshop Fee for a given Workshop once that Workshop Fee has been published on the Website in order to fill places and/or issue offers or discounts which are redeemable against such Workshop Fees.

The Creator is responsible for ensuring that the Participants have the right to attend a Workshop, the right age and have the proper clothing, material and equipment needed.

We will take payment for the Workshop via a third-party payment processor, Stripe. Please read their [terms of use](#). We shall pay your Fees for Workshops not more than 8 business days following the date of the Workshop, after deduction of applicable commissions, the Service Fee. In the case of complaints from Participants, we have the right to investigate the claim before paying out the Workshop 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. We may in certain cases, i.e. partnerships or company booking request to pay you by invoice. In such cases, we will consult with you in advance.

You acknowledge that, in certain circumstances, Participants shall be entitled to cancel their enrolment in 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, applicable laws and GDPR.

As a Creator 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 is especially noted that Skillbreak is not responsible for any permits required. We may provide some non-exhaustive information in our help section to help get Creators 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

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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 Workshop fee or maximum number of Participants in connection with any Listing, that you provide. Skillbreak may alter the description of the Listing or Photos chosen for the listing when deemed necessary to attract more Participants.

Additional terms for Participants

At the time of enrolment in and paying for a Workshop, we shall expressly request your consent to disclose your name and email address to enable the Creator and Skillbreak 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 Creator under which the Creator 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 Creator may issue you with its own confirmation of the 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 Creator connected with any Workshop.

As a condition of enrolling in a Workshop as a Participant, you will be required to pay the applicable Workshop Fees. We act as the Creator's payment collection agent for the purposes of receiving payments of Workshop 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 the use of its service. Please ensure that you review their [terms of use](#) before making a payment.

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You acknowledge and agree that Creators shall be entitled to eject you from a Workshop or refuse your entry to a 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 Creators, we can't guarantee or control the quality, safety, suitability, satisfaction or usefulness of any Workshop, nor the conduct of any Creator or Participant. The decision whether to list, book, or participate in a Workshop is yours alone and is at your sole risk.

When purchasing a generic gift card that is not for a specific Workshop with a pre-determined date as an individual you have a right of withdrawal (Sw. ångerrätt) 14 days starting from the day after the purchase was made. To use your right of withdrawal you need to email support@skillbreak.com with information about which purchase it refers to. Right of withdrawal does not apply when you have made a Booking of a Workshop or purchased a gift card for a specific Workshop with a pre-determined date.

Additional terms for Companies

If you made a Booking or in any other way requested a Workshop as a company it is binding once the company has agreed in writing to a Booking confirmation or order confirmation.

Once the Booking is confirmed the company needs to pay in full, including VAT, within 14 days. Any extra charges which might be incurred by the company should be paid directly to the Creator within 30 days from the Workshop unless otherwise specified in the order confirmation or Booking confirmation. If the invoice is not paid in time the default interest according to the interest act (Sw. räntelagen) will be added to the total cost. We use Billecta for debt collection, please see their [terms of service](#) for information on costs they charge.

If the company is less than 30 minutes late to a Workshop the Workshop will be pushed forward if possible, otherwise it will be shortened. If the company is more than 60 minutes late the Workshop may be canceled and no repayment will be done.

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Companies are allowed to request a change of date. If requesting a change of date more than 30 days prior to the Workshop no extra fees are charged. If the request is made between 8 and 30 days before the Workshop the company will be charged 20% extra. Changes 7 days or later cannot be done and the full cost of the Workshop should be paid.

The company will be charged for the number of Participants specified in the Booking, including for Participants who did not attend the Workshop. If the company needs to increase the number of Participants they need to inform Us at least 5 days before the Workshop. A change of price might apply. In that case, the cost is specified as cost per person in your order confirmation. You are not allowed to bring additional Participants to be Workshop without written consent from Us.

If a company cancels the Workshop more than 30 days before the Workshop they will be charged 20% of the total price. If they cancel any time between 8 and 29 days before the Workshop they are charged 50% of the total price. For cancellations made closer than 7 days before the Workshop the total price is charged to the company.

As for special requests for food Workshops the company needs to inform about any allergies or other dietary requirements at least 5 days prior to the Workshop.

CANCELLATION POLICY FOR INDIVIDUALS

Participants who have booked as individuals may be entitled in certain circumstances to cancel their enrolment for a Workshop, in accordance with our Workshop Cancellation Policy. The cancellation period for all workshops is 5 days prior. If you cancel the Workshop in accordance with the Workshop Cancellation Policy you are eligible to obtain a refund from us, after deduction of applicable Service Fees. You agree that in all other circumstances you will remain liable for the Workshop Fee, whether or not you attend the Workshop. The booking may however be transferred to another person at no additional cost.

Should you need to cancel later due to special circumstances, please submit your request in writing to support@skillbreak.com. Include your full name and email

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address. Skillbreak will decide upon an appropriate refund, at its sole discretion. If a Creator cancels a Workshop for any reason, we will provide you with a refund of the Workshop Fees paid for that Workshop or arrange a suitable replacement Workshop. More information regarding bookings can be found in our [booking terms](#).

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

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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.

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

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

You warrant that you have all necessary rights to display and upload the Content and in all other ways use the Content and to provide us with the above license to the Content. Should any Content infringe the intellectual property rights of a third party, you agree to immediately remove all infringing parts of the 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 Content infringes any third party's intellectual property rights, we have the right, but not the obligation, to remove from the Website all such Content and may suspend access to your account temporarily or permanently.

Code of conduct

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

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,

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- (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, with exception to our Workshop Cancellation Policy, at the latest thirty (30) days before a change starts to apply. We will give you such information by clear notice page on your account pages or by email to the email address provided by you. When booking a workshop as a Participant the Workshop Cancellation Policy stated herein that time will apply to you, independently to if the Workshop Cancellation Policy is later changed.

You have the right to at any time and without prior notice terminate your user account, just drop us a note at support@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

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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 honor 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 support@skillbreak.com.
