



## SKILLS COURSE TERMS OF USE

*Effective: 1<sup>st</sup> December 2020*

### 1. THANK YOU FOR USING THE PAGODA SKILLS COURSE!

- 1.1. The Skills Course Products and Services are provided by Pagoda Projects Ltd. These Terms of Use ("Terms") govern your use of the Skills Course on the Pagoda Projects website.
- 1.2. Pagoda Projects Ltd. ('Pagoda Projects' 'we' 'us' 'our') is a registered company is a registered company in England and Wales with company number 10992310, whose registered office is at 113-115 Portland Street, Manchester, M1 6DW.
- 1.3. Please read these Terms carefully, and [contact us](#) if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies in these Terms.

### 2. USING THE SKILLS COURSE

- 2.1. You may use our Services only if you can form a binding contract with Pagoda Projects by agreeing to these terms, and only in compliance with these Terms and all applicable laws. When you create your Skills Course account, and subsequently when you use certain features, you must provide us with accurate and complete information, including a valid email address, and you agree to update your information to keep it accurate and compete.
- 2.2. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.
- 2.3. You may not share your account login credentials with anyone else. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting [admin@pagodaprojects.com](mailto:admin@pagodaprojects.com). We may request some information from you to confirm that you are indeed the owner of your account.
- 2.4. Any use or access by anyone under the age of 13 is prohibited, and certain regions and Content Offerings may have additional requirements and/or restrictions. If you are younger than 18 but above 13, you may not set up an account, but we encourage you to invite a parent or guardian to open an account and help you enrol in courses that are appropriate for you. If we discover that you have created an account that violates these rules, we will terminate your account.
- 2.5. You can terminate your account at any time by notifying us in writing to [admin@pagodaprojects.com](mailto:admin@pagodaprojects.com). Check our [Privacy Policy](#) to see what happens when you terminate your account.
- 2.6. **Our licence to you.** Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain Pagoda Projects' written permission to otherwise



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use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by Pagoda Projects, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

- 2.7. We generally give a lifetime access license to our students when they enrol in a course. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons. The lifetime access is not applicable to add-on features and services associated with a course.

### **3. PAYMENTS AND REFUND POLICY**

- 3.1. **When you make a payment, you agree to use a valid payment method. If you aren't happy with your course, Pagoda Projects offers a 14-day refund or credit for most course purchases.**
- 3.2. **Pricing.** In some instances, the price of our courses may be covered by your university, educational institution or government funding body if you are taking part on a funded Pagoda Projects programme. Otherwise, the price of our courses is determined by you. Our minimum course fee is £1 (one pound). Unless otherwise stated, all fees are quoted in British Pounds.
- 3.3. Your purchase price will include any applicable taxes in effect on the time of purchase, and based on country data you provide during checkout.
- If you are a student located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.
- 3.4. **Payments.** You are responsible for paying all fees for the Skills Course and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and Pagoda Projects reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services.
- 3.5. You agree to pay the fees for courses that you purchase, and you authorise us to charge your debit or credit card or process other means of payment (such as PayPal and Google Pay) for those fees. Pagoda Projects works with third party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check out our [Privacy Policy](#) for more details.
- 3.6. When you make a purchase, you agree not to use an invalid or unauthorised payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within 7 (seven) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payment.
- 3.7. **Refunds and Refund Credits.** If the course you purchased is not what you were expecting, you can request, within 30 days of your purchase of the course, that Pagoda Projects apply a refund to your account. We



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reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our discretion, depending on capabilities of our payment processing partners and other factors. No refund is due to you if you request it after the 30-day guarantee time limit has passed. However, if a course you previously purchased is disabled for legal or policy reasons, you are entitled to a refund beyond this 30-day limit. Pagoda Projects also reserves the right to refund students beyond the 30-day limit in cases of suspected or confirmed account fraud.

- 3.8. To request a refund, notify us in writing to [admin@pagodaprojects.com](mailto:admin@pagodaprojects.com).
- 3.9. If we decide to issue refund credits to your account, they will be automatically applied towards your next course purchase on our website. Refund credits may expire if not used within the specified period, and have no cash value, in each case unless otherwise required by applicable law.
- 3.10. At our discretion, if we believe you are abusing our refund policy, such as if you've consumed a significant portion of a course that you want to refund or if you've previously refunded a course, we reserve the right to deny your refund, ban your account, and/or restrict all future use of the Services. If we ban your account or disable your access to a course due to your violation of these Terms or for other reasons at our discretion, you will not be eligible to receive a refund.
- 3.11. If you are taking part on a university or funded Pagoda Projects programme, our university and funding partners serve are the providers of these programmes and they may determine admissions, refund, and graduation or completion policies and requirements. Nothing in these Terms shall restrict the applicability to you of any institutional policies established by our university or funding partner in connection with these programs (e.g., student codes of conduct); such policies shall supplement these Terms and to the extent there is a conflict between such policies and these Terms, as between you and our university partner, our university partner's policies shall govern.

#### **4. CONTENT**

- 4.1. **Changes to Content Offerings.** The Skills Courses may offer content ("Content Offerings") from universities and other providers ("Content Providers") for some courses. While we seek to provide world-class Content Offerings from our Content Providers, unexpected events do occur. Pagoda Projects reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings from third parties, or change the point value or weight of any assignment, quiz, or other assessment. Content Offerings are subject to the Disclaimers and Limitation of Liability sections below.
- 4.2. **No Academic Credit.** Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Content Offering does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing any of our Skills Courses unless you have earned a Course Certificate or other equivalent documentation of your completion of the Skills Courses. Pagoda Projects, instructors, and the associated Content Providers have no obligation to have Content Offerings recognised by any educational institution or accreditation organisation.
- 4.3. **Disclaimer of Student-Partner Relationship.** Nothing in these Terms or otherwise with respect to your participation in any Content Offerings by university or company partners ("Partners") :  
(a) establishes any relationship between you and any Partner;



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(b) enrolls or registers you in any Partner institution, or in any Content Offering offered by any Partner institution; or

(c) entitles you to use the resources of any Partner institution beyond participation in the Content Offering.

- 4.4. **Third Party Content.** Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and Services maintained by third parties. Pagoda Projects cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. Pagoda Projects disclaims any responsibility or liability related to your access or use of, or inability to access and use, such third party content.
- 4.5. **Your Content.** The Services enable you to share your content, such as homework, quizzes, exams, projects, other assignments you submit, posts you make in the forums, and the like ("User Content"), with Pagoda Projects, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share. User Content does not include course content or other materials made available on or placed on to the Skills Course platform by or on behalf of Pagoda Projects's Content Providers or their instructors using the Services, the Content Offerings; as between Pagoda Projects and its Content Providers, such Content Offerings are governed by the relevant agreements in place between Pagoda Projects and its Content Providers.
- 4.6. You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behavior on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.
- 4.7. The Services enable you to ask questions to the instructors of courses you are enrolled in, and to post reviews of courses. For certain courses, the instructor may invite you to submit content as "homework" or tests. Don't post or submit anything that is not yours.
- 4.8. **How Pagoda Projects and Others May Use User Content.** To the extent that you provide User Content, you grant Pagoda Projects a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. This license includes granting Pagoda Projects the right to authorise Partners to use User Content with their registered students, on-campus learners, or other learners independent of the Services. Nothing in these Terms shall restrict other legal rights Pagoda Projects may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.
- 4.9. **Feedback.** We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, Pagoda Projects does not waive any rights to use similar or related Feedback previously known to Pagoda Projects, developed by its employees or contractors, or obtained from other sources.





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### 5. SECURITY

- 5.1. We care about the security of our users. While we work to protect the security of your account and related information, Pagoda Projects cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorised use of your account by emailing [admin@pagodaprojects.com](mailto:admin@pagodaprojects.com).

### 6. RESEARCH AND DEVELOPMENT

- 6.1. Pagoda Projects is committed to advancing the effectiveness of our Skills Courses and to the science of learning and teaching. Records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the Content Offerings. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

### 7. COPYRIGHT AND TRADEMARK

- 7.1. Pagoda Projects respects the intellectual property rights of our users, Content Providers, and other third parties and expects our users to do the same when using the Services.

### 8. PAGODA PROJECTS'S RIGHTS

- 8.1. **We own the Skills Course content and Services, including the website, present or future apps and services, and things like our logos, API, code created by us, and content created by our employees. You cannot tamper with those or use them without authorisation.**
- 8.2. All right, title, and interest in and to the Skills Course platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services (but excluding content provided by instructors and students) are and will remain the exclusive property of Pagoda Projects and its licensors. Our platforms and Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Nothing gives you a right to use the Pagoda Projects Skills Course name or any of the Pagoda Projects trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Pagoda Projects or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.
- 8.3. You may not do any of the following while accessing or using the Skills Course platform and Services:
- a) access, tamper with, or use non-public areas of the platform (including content storage), Pagoda Projects's computer systems, or the technical delivery systems of Pagoda Projects's service providers.
  - b) disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.
  - c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the Skills Course platform or Services.
  - d) access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website,



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mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.

- e) in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as Pagoda Projects); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

### 9. **MODIFYING AND TERMINATING OUR SERVICES**

- 9.1. We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop part of our Services altogether. Accordingly, Pagoda Projects may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. We may not be able to deliver the Services to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of Pagoda Projects, its Content Providers and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "Pagoda Projects Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

### 10. **LEGAL TERMS**

- 10.1. **These Terms are like any other contract, and they have boring but important legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.**
- 10.2. **Binding Agreement.** You agree that by registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with Pagoda Projects. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.
- 10.3. Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.
- 10.4. These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us.
- 10.5. If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.
- 10.6. Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.
- 10.7. **Disclaimers.** It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may happen that one of our instructors is making misleading statements in their course. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't



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work out right. In legal, more complete language, the Services and their content are provided on an “as is” and “as available” basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don’t allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

- 10.8. We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will Pagoda Projects or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.
- 10.9. We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.
- 10.10. **Limitation of Liability.** There are risks inherent to using our Services, for example, if you enrol in a health and wellness course like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, **to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we’ve been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred pounds (£100) or the amount you have paid us in the twelve (12) months before the event giving rise to your claims.**
- 10.11. **Indemnification.** If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless Pagoda Projects, our group companies, and their officers, directors, suppliers, partners, and agents from an against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from
- (a) the content you post or submit,
  - (b) your use of the Services
  - (c) your violation of these Terms, or
  - (d) your violation of any rights of a third party.
- Your indemnification obligation will survive the termination of these Terms and your use of the Services.
- 10.12. **Governing Law and Jurisdiction.** The Services are managed by Pagoda Projects, which is located in Manchester, United Kingdom. You agree that any dispute related to these Terms will be governed by the laws of the England and Wales, excluding its conflicts of law provisions.
- 10.13. **Legal Actions and Notices.** No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued, except where this limitation cannot be imposed by law.



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- 10.14. **Relationship Between Us.** You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.
- 10.15. **No Assignment.** You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

### **11. UPDATING THESE TERMS**

- 11.1. We reserve the right to revise the Terms at our sole discretion at any time to clarify our practices or to reflect new or different practices (such as when we add new features). Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or combination of methods. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.