

TERMS OF USE

Hong Kong, January 25, 2021

1. GENERAL CONDITIONS

This Website <https://skyengschool.com/de> (the "**Website**"), which includes all its content and pages, is owned and operated by SKY LANGUAGE TECHNOLOGY (HONG KONG) LIMITED (hereinafter referred to as "**Skyeng**"), a private company limited by shares incorporated under the laws of Hong Kong, company registration number 2846830, address: 10/F GUANGDONG INVESTMENT TOWER 148 CONNAUGHT RD CENTRAL, HONG KONG.

These Terms of Use (the "**Terms**") apply to anyone using or accessing the Website (the "**Visitors**").

The terms 'you' or 'your' refer to you as the Visitor and the terms 'Skyeng', 'we', 'us', 'Company', and 'our' refer to Skyeng (SKY LANGUAGE TECHNOLOGY (HONG KONG) LIMITED).

By accessing or using this Website, you agree to be bound and comply strictly with these Terms of Use, Privacy Policy, and other terms and policies which may be applicable to this Website. If you do not agree to be bound by these Terms of Use, Privacy Policy, and other terms and policies which may be applicable to this Website please do not access or use the Website.

2. USERS AND VISITORS

When you create a registered account on the Website and pay for the services of distance English training, you become a User and enter into the End user agreement for distance English language training services with Skyeng, available at https://legal.skyengschool.com/doc/view/EUA_English_SLT_Germany_eng.

If you choose not to register for the services, you may access certain publicly-available content of the Website as a Visitor in accordance with these Terms. Visitors are people who do not register with us but want to explore the Website.

3. RIGHTS AND OBLIGATIONS OF VISITORS

Visitors are granted the right to access certain publicly-available parts of the Website without charge solely for the personal, non-commercial use. By granting you access to the Website, Skyeng does not obligate itself to do so or to maintain the Website, and reserves the right to change the Website, suspend or terminate your access to the Website. You agree and understand that we may, in our sole discretion and without any prior notice and liability, deny you access to the Website.

Visitors shall comply with all applicable laws and regulations regarding their use of the Website and these Terms of Use.

Visitors shall not:

- use the Website or its content in any way that violates these Terms or applicable law;
- use the Website or its content for any commercial use;
- attempt to disrupt or disrupt proper Website operations. This may include, without limitation, the use of malicious software or devices, actions to maliciously gain access to data, or prohibited collection or transmission of information by hacking, data mining, stealing passwords, etc.

4. INTELLECTUAL PROPERTY RIGHTS

Skyeng (and/or its licensors) owns all right, title and interest in and to the Website, including, without limitation, all audio and video content, photographs, illustrations, graphics, logos, text, information, materials, and all copyrightable or otherwise legally protectable elements of the Website, including, without limitation, any copyrights, trademarks, patent rights and/or other intellectual property and/or proprietary rights therein.

You shall not reproduce, modify, display, perform, publish, distribute to any third party or otherwise use the Website, including, without limitation, any content therein, without the express, prior written permission of Skyeng.

The use of our trademark or any other content of the website is strictly prohibited, unless specifically authorized. You are advised that Skyeng will enforce its intellectual property rights to the fullest extent of the law.

5. PRIVACY

Skyeng's Privacy Policy, available at https://legal.skyengschool.com/doc/view/Privacy_Policy_English_SLT_Germany_eng, applies to your access and use of the Website, and the terms of Skyeng's Privacy Policy are incorporated herein by reference.

Skyeng is obliged to cooperate and comply with governmental requests, subpoenas, and court orders and has the right to ensure the integrity of operations. Taking this into account, you are hereby notified that Skyeng may disclose personal information on the registered users or any other information and content considered necessary to disclose by government body or court on the basis of written requests, subpoenas, and courier orders without limitation.

6. DISCLAIMER

To the extent permitted by the applicable law Skyeng expressly disclaims: (i) all express or implied warranties and representations, including warranties of merchantability, fitness for a particular purpose and non-infringement; (ii) any responsibility or liability for the accuracy of content or other information available through the Website; and (iii) any responsibility or liability for harm resulting from accessing information through the Website.

The Website and the Content are provided on an "as is" and "as available" basis. Skyeng does not warrant or represent that (i) the Website or content will meet your specific requirements or expectations; and (ii) the Website will be uninterrupted, timely, secure, error-free.

7. LIABILITY

In no event shall Skyeng be liable for any damages resulting from your use or inability to use the Website, whether or not you were advised of the possibility of such damages.

8. INDEMNITY

You agree to indemnify, and hold harmless Skyeng, and its affiliates and their directors, officers and employees from and against all damages, losses, liabilities and any other costs and expenses, including without limitation attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with your use of the Website, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms.

9. LINKS

The Website may contain downloadable material as well as links to external websites or resources provided by third parties. Such downloadable material, links or resources are provided for your convenience only. Skyeng is not responsible for, and has no control over, the content of external websites or resources. All such content is solely the responsibility of the person or entity providing such content. If you decide to access any third-party websites linked to this website, you do so entirely at your own risk and subject to the terms and conditions of use of such websites.

10. REVISIONS

The materials appearing on the Website could include technical, typographical, or other errors. Skyeng does not warrant that any of the materials on its website are accurate, complete, or current. Skyeng may make changes to the materials contained on its website at any time without notice.

11. TERMINATION

Skyeng reserves the right, for any reason and at any time to suspend or terminate your access to the Website by blocking your IP address without notice or liability. Any suspected illegal, fraudulent or abusive activity, infringement of Intellectual Property or violation to these Terms may be grounds for suspending or terminating your access to the Website.

12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

These Terms shall be governed by and construed in accordance with Hong Kong legislation.

All disputes or controversies arising out of or in connection with these Terms shall be resolved by negotiations as follows:

- An aggrieved Party shall communicate a written claim to the other Party by email;
- If within fifteen (15) calendar days the aggrieved Party does not receive a response or the Parties do not reach an agreement, the aggrieved Party may refer the dispute to court.

If the claim is brought against Skyeng in Cyprus, it shall be brought to the courts of Limassol.

13. AVAILABILITY

Skyeng use reasonable efforts to ensure that the website is generally in function and available. However, there may be occasions when access to the website will be interrupted or unavailable. We will use reasonable efforts to minimize such disruption where it is within our reasonable control. You agree that we shall not be liable to you for any modification, suspension or discontinuance of the website. You are responsible for obtaining access to the website and that access may involve third-party fees (such as internet service provider). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the website.

14. MISCELLANEOUS

Skyeng reserves the right, in its sole discretion, to amend, change, modify, add or remove parts of these Terms, including Privacy Statement, at any time. It is your responsibility to check these Terms periodically to take notice of any changes, as they are binding on you. By continuing access or use of the Website following the posting of changes you accept and agree to any such changes.

These Terms and any rights granted hereunder may not be transferred or assigned by you, either in whole or in part. Skyeng reserves the right to assign its rights and obligations under these Terms.

15. ENTIRE AGREEMENT

The Terms, The Privacy Statement and the End User Agreement for distance English language training services constitute the sole and entire agreement between you and Skyeng regarding the website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the website.