

## TERMS OF USE

Delaware, Wilmington, April 29, 2021

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When you create a registered account on the Website become a User.

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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.

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### 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.

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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.

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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.

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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.