

PRODIGY GRAIL LLC D/B/A SKILLMATE  
WEBSITE TERMS AND CONDITIONS OF USE AGREEMENT

This website is maintained by Prodigy Grail LLC dba SkillMate (SkillMate) for Purchaser's use, education, and information in association with the services offered through this website. SkillMate administers this website for the use of its customers, vendors, students and other authorized in association with the learning platforms offered herein.

These Terms and Conditions of Use ("Agreement") are a legal agreement between Purchaser and SkillMate (hereinafter referred to as "Website Owner"), the owner and developer of skillmateapp.com. By registering for any service provided by SkillMate on skillmateapp.com you become a customer ("Purchaser") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a customer. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SPECIFIED HEREIN, PLEASE DO NOT REGISTER FOR ANY SKILLMATE SERVICES. The Terms and Conditions are also subject to change at any time, effective upon posting by SkillMate on this website and/or upon skillmateapp.com. If there are any questions about the website and/or these Terms and Conditions of Use, contact SkillMate at [info@skillmateapp.com](mailto:info@skillmateapp.com) or <https://skillmateapp.com/support>

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <https://skillmateapp.com/faq>. SKILLMATE RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO PURCHASER OTHER THAN AS POSTED ON THIS WEBSITE.

"I have read the agreement below and agree to its terms" <https://skillmateapp.com/terms.pdf>. Purchaser understands and agrees that clicking or pressing on the "I agree" link is the electronic equivalent of a written signature on this document.

1. *Limitations of Liability and Indemnification.* By using any services provided by SkillMate on this website, you agree that in no event will SkillMate or Website Owner, if different than SkillMate, and their respective officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by SkillMate or Website Owner shall be a return of any fees paid to SkillMate or Website Owner for any services provided under this Agreement. The Legal Liability Disclaimer included below fully articulates all restrictions and limitations pertaining to SkillMate's potential liability associated with use of this website.

2. *Responsibility for Use of Website.* The person or party registering for SkillMate services will be the contracting party (i.e., “Purchaser”). The Purchaser must provide its name, current address, a valid email address, and any other information needed to complete the registration process. The Purchaser, and all of its authorized agents and/or users, shall be bound by the Terms and Conditions included herein. Purchaser and/or its authorized users and agents understand and agree that it is solely responsible for its actions and decisions and its agent’s and user’s decision to meet other people online by virtue of the services provided on SkillMate and/or its website. Purchaser understands that SkillMate and Website Owner do not perform testing or background checks on the individuals who may use SkillMate services.

3. *Do Not Rely on SkillMate.* Opinions, advice, statements, information, or other comments should not necessarily be relied upon and are not to be construed as professional or legal advice from SkillMate or Website Owner. SkillMate and Website Owner do not guarantee the accuracy or completeness of any of the information provided and are not responsible for any loss resulting from your reliance on such information.

4. *Warning.* It is possible that by using an e-mail address, other people may, through other means outside the control of SkillMate, have access to personal information about Purchasers, authorized users or agents. SkillMate and Website Owner, its respective employees, agents, affiliates, licensees and web hosting services are not responsible for these transmissions or for the release of such information by others about Purchaser.

5. *Right to Monitor.* SkillMate and Website Owner reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, Purchaser remains solely responsible for its use of any information contained on the website.

6. *Ownership, Copyrights, Trademarks, Licenses.* SkillMate and Website Owner own and retain all proprietary rights to the SkillMate services, its trademarks and copyrights. SkillMate grants Purchaser a limited, revocable, nonexclusive license to use this website solely for its own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. Except for any information that is in the public domain, Purchasers are not authorized to reproduce, transmit or distribute the proprietary information of SkillMate and Website Owner. By posting information to SkillMate and Website Owner, Purchaser represents that it has the right to grant permission for use by SkillMate and Website Owner. SkillMate and Website Owner, reserves the right, and Purchaser authorizes SkillMate and Website Owner, to use and assign all information regarding website uses by Purchaser and all information provided by Purchaser in any manner consistent with our Privacy Policy.

7. *Digital Millennium Copyright Act Take-Down Notices:* If a Purchaser’s and/or an authorized user’s work has been copied in a way that constitutes copyright infringement, or a Purchaser or authorized user otherwise believes its intellectual property rights have been violated

or infringed upon, please provide a notice containing all of the following information to SkillMate's and/or Website Owner's designated agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that Purchaser or user claims has been infringed;
- (c) A description of where the purported infringing material is located on the website;
- (d) The address, telephone number, and email address of the Claimant;
- (e) A statement by Claimant that it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by Claimant, made under penalty of perjury, that the above information in the notice is accurate and that Claimant is the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the website is Lisa A. Petrilli, who can be reached as follows:

By Mail: Lisa A. Petrilli Esq.  
Sorling Northrup  
1 North Old State Capitol Plaza  
Suite 200  
Springfield, IL 62705

By Phone: 217-544-1144

By E-mail: [lapetrilli@sorlinglaw.com](mailto:lapetrilli@sorlinglaw.com)

8. *Third-Party Links.* Certain content, products and services available via our Service may include materials from third parties. Third-party links on this website may direct users to third-party websites that are not affiliated with SkillMate or Website Owner. SkillMate and Website Owner are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. SkillMate and Website Owner are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure Purchaser

understands them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

9. *No Warranties.* SkillMate and Website Owner provide services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, SkillMate and Website Owner do not warrant that the service will always be available, be uninterrupted, be error free, meet purchaser requirements, or that any defects in the services will be corrected. Purchaser's access and use of SkillMate' and/or website services may require additional equipment, connectivity services or other technology enhancements. Any additional equipment or technology required to access the website will be Purchaser's responsibility and at Purchaser's cost.

10. *Legal Liability Disclaimer.* The materials provided are intended for educational and informational purposes only. Although SkillMate aims to provide education to the highest standards of our industry, neither we, nor our agents accept any liability for any inaccuracy or misleading information provided in the materials and any reliance by users on any such information, any loss or corruption of data, any loss of profit, revenue or goodwill, or any indirect, special or consequential loss arising from any breach of the Terms and Conditions. Every effort has been made to offer the most current and correct information possible. However, inadvertent errors may occur. SkillMate disclaims any responsibility for typographical errors and inaccuracy of the information. If misleading, inaccurate or otherwise inappropriate information is brought to our attention, a reasonable effort will be made to correct or remove it. We also reserve the right to make changes at any time without notice to our content and website. In no event shall SkillMate be liable to any entity for any direct, indirect, special, consequential or other damages that are related to the use of, or the inability to use, the content.

11. *Jurisdiction.* This Agreement or any dispute arising from this Agreement is governed by the laws of Illinois, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before any court within Sangamon County, Illinois and Purchaser and its authorized users or agents hereby consent to the jurisdiction of any such court. Purchaser shall be obligated to ensure all of its authorized users and agents consent to this provision. If a Purchaser, authorized user or agent does not consent to jurisdiction, the party shall not use the website.

12. *Severability.* If any provision is found to be invalid, the remaining provisions will be in full force and effect.

13. *Relationship of the Parties.* Nothing contained in this Agreement or Purchaser's use of the website shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the

other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

14. *Entire Agreement.* This Terms of Use constitutes the entire agreement between Purchaser, its authorized users, and SkillMate. The Terms of Use governs the terms and conditions of Purchaser's use of the website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Purchaser and SkillMate and Website Owner with respect to this website. Notwithstanding the foregoing, Purchaser may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. SkillMate may revise this Terms of Use at any time by updating this Agreement and posting it on the website. Accordingly, Purchaser should visit the website and review the Terms of Use periodically to determine if any changes have been made. Purchaser's continued use of this website after any changes have been made to the Terms of Use signifies and confirms Purchaser's acceptance of any such changes or amendments to the Terms of Use.

15. *Termination.* SkillMate and Website Owner may terminate this Agreement at any time, with or without notice, for any reason.

16. *Waiver.* The failure of SkillMate or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by SkillMate or Website Owner must be in writing and signed by an authorized representative of SkillMate or Website Owner.

17. *GDPR Policy.* To the extent applicable, SkillMate and Website Owner respects and complies with the EU General Data Protection Regulations (GDPR). Some of the key ways SkillMate and Website Owner comply with these regulations are:

(a) **Consent:** The terms and conditions of use explain what consent clearly means and without 'legalese' and ask that Purchaser explicitly consent to contact.

(b) **Breach Notification:** In the event of a breach, SkillMate or Website Owner will notify affected users within 72 hours of first having become aware of the breach.

(c) **Right to Access:** Users can request confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, SkillMate or Website Owner shall provide a copy of the Purchaser's personal data, free of charge, in an electronic format.

(d) **Right to be Forgotten:** After comparing the User's rights to "the public interest in the availability of the data", the Users may delete personal data upon request.

(e) Data Portability: SkillMate and Website Owner allow Users to receive the personal data in a 'commonly used and machine-readable format' capable of being transmitted to another 'controller'.

(f) Privacy by Design: SkillMate and Website Owner implemented appropriate technical and organizational measures to protect the rights of data subjects by holding and processing only the data absolutely necessary and limiting the access to personal data to those necessary to affect the website's commercial purpose.

18. *Use of Cookies.* SkillMate values Purchasers' patronage and privacy and use Cookies primarily for purposes of enhancing Purchaser's and authorized user's experience and ease of use. See SkillMate's Privacy Policy at <https://skillmateapp.com/privacy.pdf>.