

	CONDITIONS OF USE	Document : CONDITIONS OF USE		
		Category: WEBSITE		
		Doc. Ref. :	KA_000102	Rev. 01
		Date :	10-06-2020	

Conditions of use of the Klass Academy website

Klass Academy SA is a private training and consultancy company situated and registered at the following address: -

Klass Academy SA, ch. du Daru 2, 1228 Plan-les-Ouates, Geneva, Switzerland.

These Conditions of Use apply to and govern your use of the Klassacademy website <https://klassacademy.com/> you were using which linked to these Conditions of Use (the "Site")

In addition, please read our Privacy policy, which applies to our collection and use of your personal information in relation to the Site.

Klass Academy may change these Conditions of Use from time to time by updating this page. You should review this page regularly. Your continued use of the Site after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the Site if you are not happy with any changes to these Conditions of Use.

Access to and use of the Site is provided by Klass Academy on the following terms. By using the Site you are acknowledging that you have read and accepted these Conditions of Use, the Privacy Policy and (if you have a Klass Academy account) the Terms and Conditions agreed during Klass Academy account creation.

Conditions of Use

1. You agree to use the Site only in accordance with these Conditions of Use, the Terms and Conditions agreed during Klass Academy account creation, for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site.

Prohibited behaviour includes (this list is not exhaustive) harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Site and impersonating another person (for example, by using their login details to access the pages of the Site which are for Klass Academy staff and students only).

Intellectual Property

2. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on the Site shall remain vested in Klass Academy or its licensors (which includes other users).
Unless specifically stated, you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use Klass Academy content in any way except for your own personal, non-commercial use.

Your content and information

3. Certain pages of the Site permit you to post, send or upload content and information. If you do this, we will take this to mean that you have read and accepted these Conditions

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of Use and (to the extent that these are relevant) the Terms and Conditions agreed during Klass Academy account creation.

4. You must not post, send or upload any such content or information:
 - a. unless you own or have appropriate rights to use the intellectual property rights subsisting in or relating to that content and information and unless you are sure that posting, sending or uploading the same does not infringe the rights (including but not limited to the intellectual property rights) of any other person or organisation;
 - b. which is or could be considered defamatory, derogatory or in appropriate with regard to Klass Academy, its customers or clients or any other person or organisation;
 - c. which contains any confidential information about Klass Academy or another person or organisation (unless you have our permission or that of the other person or organisation);
 - d. which contains any offensive, obscene or criminal content or any other content which may cause embarrassment to Klass Academy, its customers or clients or any other person or organisation; and
 - e. which contains any personal data about another person including (but not exhaustive) names, contact details and sensitive personal data (for example, information about an identified or identifiable individual's mental or physical health, racial or ethnic origin, religious or other beliefs). The [Information Commissioner's Office \[ICO\]](#) website provides further guidance on what is personal data and sensitive personal data.

5. Klass Academy are not responsible for any content and/or information which you post, send or upload onto the Site. We reserve the right to withdraw any such content and/or information without notice and at our sole discretion and to pursue any cause of action against you available to us under applicable laws.

Accuracy of Content and Information on the Site

6. Klass Academy does not represent that information contained on or available via the Site is accurate or complete and accordingly it should not be relied on as such. Any arrangements made between you and any other person, using or named on the Site are entirely at your sole risk and responsibility.
7. Information contained in or accessible via the Site changes on a regular basis. We may make improvements or alterations to the Site at any time and without notice.
8. Addresses of or links to other websites may appear on the Site for your convenience. Klass Academy does not operate or monitor other websites and we accept no responsibility or liability for the content of other websites. Any link is not intended to be, nor should be construed as, an endorsement of any kind by us of another website.
9. Should we link to another website we will try to make it as clear as possible that you are leaving the site. It is however your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

Liability

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10. We do not guarantee that:

- a. use of the Site will be compatible with all hardware and software,
- b. use of the Site will be uninterrupted or error or virus free,
- c. use of the Site will deliver any specific outcome for its users, or
- d. defects on the Site will be corrected (save for those defects which Klass Academy is obliged to correct by law.

You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the Site on any device.

11. We make no statement about the suitability of the content, information and services contained on, or accessed via, the Site. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest extent permitted by law (please see directly below for more details). For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by any other person or organisation.

12. We further exclude to the fullest extent permissible by law (please see directly below for more details) all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any other person or organisation and arising out of or in any way connected with the use of the Site or its content, whether based on contract, tort, strict liability or otherwise.

We do not exclude or limit our liability (if any) to you:

- a. for any breach of obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- b. for personal injury or death resulting from negligence;
- c. under section 2 (3) Consumer Protection Act 1987
- d. for any matter for which it would be illegal for us to exclude or to attempt to exclude liability; or
- e. for fraud.

13. You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Conditions of Use.

14. The internet is not a secure means of communication. You should not send any communication to us through the Site or by email, in particular which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, unless you accept that any such communication would be sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result (except for losses which cannot be excluded or limited at law, as referred to directly above).