

MySkill Terms and Conditions – Partner

1. By accepting our Partner Proposal and/or asking us to create user accounts for your employees (**user** or **employee**) on My Skill Limited's (**we** or **our**) eLearning platform, you agree to these Terms and Conditions (**terms**).
2. So we can set up user accounts for and enrol your employees in our eLearning courses, you need to provide us with information about them. You warrant that you have done everything legally required to be able to provide that information to us, and for us to collect and handle any associated personal information in accordance with our Privacy Policy, which is available on our website (under 'Important Info').
3. Specific cost and pricing notes are listed in your Partnership Proposal. In addition to those notes:
 - All prices exclude GST, which is additionally payable by you.
 - You must pay our invoices within 7 days of receipt (**due date**).
 - We may change our prices:
 - annually on notice from the beginning of our financial year (1 July).
 - at any other time on 30 days' notice.
 - If you have signed up under a subscription model, you must pay the subscription fee in accordance with the terms in your Partnership Proposal. Unless otherwise stated, subscriptions will renew automatically until you cancel them by sending us an email at training@myskill.co.nz at least 2 months before the end of your then current subscription term.
 - Fees you pay to us are generally non-refundable (to the extent permitted by law).
4. We can suspend or cancel any or all of your user account(s) at any time if:
 - You don't pay an invoice by the due date.
 - You allow users to access or view our eLearning courses in breach of the numbers or other parameters we have agreed to.
 - We are permitted to suspend or cancel the particular user's account under our Learner Terms.
5. We will prepare our eLearning courses with care and skill and in accordance with industry practice. However, you understand that they are provided 'as is, where is' without any warranties of any kind (except those expressly set out in our Partnership Proposal or that cannot be excluded by law), including (but not limited to) warranties relating to course content, fitness for purpose, security or non-infringement. It is up to you to check that our platform and eLearning courses are suitable for your and your employees' needs.
6. Our total aggregate liability to you under or in connection with these terms, our agreement and our eLearning courses (for any and all claims, whether in contract, tort including negligence, under statute, in equity or otherwise) is capped at the total fees actually paid by you to us in the 12 months immediately preceding the first claim. This cap does not apply to the extent it is contrary to applicable law.
7. There may be times where we need to withdraw or replace certain eLearning courses, for example if they become out of date. We will try to let you know four weeks before we withdraw or replace an eLearning course.
8. We welcome feedback about our eLearning courses. We don't always adopt feedback, but we do promise to consider it. If you have feedback or questions about our website, eLearning courses or your invoices, please send us an email at training@myskill.co.nz.