

MySkill Terms of Use – Learner

1. Welcome to My Skill Limited (**we** or **us**). These Terms of Use apply to your use of our website and eLearning courses, so please read them carefully.
2. Our terms of use:
 - You can only use our website and eLearning courses for your own learning. Do not copy any of our content or share it with anyone else.
 - Don't do anything that could affect the security of our website or learning management system. When you set a password, keep it private and don't share it with anyone else.
 - Complete assessments on your own, the answers that you submit must be your own.
 - Treat our team and others with respect and raise any concerns in an appropriate manner.
 - If you have been given a coupon code to use for purchasing off our website, only use it if you meet all criteria for that code. Don't share the coupon code with anyone else outside that group.

If you breach our terms of use, then without limiting our other rights, we can immediately suspend or cancel your account and inform your employer.

3. We can also suspend or cancel your account at any time:
 - If your employer asks us to (where you were enrolled by your employer).
 - If your employer doesn't pay their invoice (where you were enrolled by your employer) or if you don't pay your invoice (if you enrolled on your own).
 - If you start a new job and your new employer doesn't agree to allow us to complete your practical observation.
 - If you haven't logged in to our website for more than 12 months.
4. If you are taking an NZQA-accredited course with us, you must complete the training agreement, which we will give you. If you don't complete the form, we won't be able to complete your assessment and we will not be able to report your results.
5. We collect information about you and the activity on your account and we can share that information with others, such as your employer (if they enrolled you), and with other organisations which relate to reporting of your progress to NZQA which could include TEC, Te Pūkenga, other private training establishments and/or the Ministry of Social Development, where that is relevant to your course and in other situations where we are legally required to. For more information about what we collect and what we do with it, and your rights, please read our Privacy Policy, which is available on our website (under 'Important Info').
6. We prepare our eLearning courses with care and skill and in accordance with industry practice. However, we do not make any warranties at all about our eLearning courses, including about our course content, fitness for purpose, security or non-infringement. It is up to you and your employer to decide whether our eLearning courses are suitable for your needs.
7. We do not have any liability to you (whether in contract, tort including negligence, under statute, in equity or otherwise) in connection with our eLearning courses, website or platform, except for liability that we cannot legally exclude.
8. 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 before we withdraw or replace an eLearning course.

9. 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, please send us an email at training@myskill.co.nz or complete the feedback form from your learning dashboard.