

Terms of Service

These Terms of Service (**Terms**) apply to SkillsVR Service (**Service**). The Service consists of SkillsVR web portal, Enterprise solution, SkillsVR headset applications, MDM launcher and Facilitator application and/or other services supplied by **JBA Group Inc.** (we/us/our) (the Company) under the trading name SkillsVR and should be read in conjunction with any Agreement, proposal, quote, contract, Work Schedule (each an "Agreement") and/or our Privacy Policy prepared by JBA.

By accessing the Service the **User** (an individual who is authorized to use our service or a single corporate or business entity) agrees to comply with these Terms, use the Services for lawful purposes only and comply with all applicable laws and regulations. If you do not agree to these terms, we advise the User to stop using our services immediately and delete all the copies of results or data produced when using the service and contact us.

Your rights to use

The User has permission to access and use the service provided the user complies with these Terms. If the User violates these Terms, we reserve the right to revoke the User's access to the Service.

Access to Software

Users' access to the Service is for their personnel user or the internal business purposes in the organization that the user represents only. The user must not share this access with any other person or other organization. The User can send invites to other members of their Organization using the Web portal.

No interruption

The User agrees not to interrupt or attempt to interrupt the operation of the Service in any way.

The User shall not remove or obscure any proprietary, copyright, trademark, design right, trade secret, or any other proprietary rights legends from the system or documentation.

Copyright

We own the copyright for all content on any of our services excluding the bespoke content specifically uploaded by the Service admin. The material provided on the Services is protected by law, including, but not limited to, New Zealand Copyright Act 1994, United States Copyright Law and international treaties.

Reproducing material

The User may access, view and print the content on the service provided that the User only uses that content for internal business purposes in the organization that they represent.

Any other reproduction (including by electronic means) of Service or any of our other publications, in whole or in part, modify, copy, distribute, publish, sell, license, are forbidden without our prior written consent.

Errors and updates

We reserve the right to add or remove material, correct errors, modify, and add enhancements to the system. If the User finds any errors in any part of the Service, please let us know about them by filling out the form on our [contact](#) page.

Upgrades

We may develop new modules that provide additional functionality or services not included in the Services to which the User is subscribed. In order to use such services, the User may, at its discretion, acquire an upgraded subscription.

Links to other sites

Links within the Service are provided for users' information. We do not endorse and have not verified any of the information available through any third-party link on the Website. We accept no liability for any loss caused as a result of any information or opinion contained in any third party link or your access to third party links on the Website.

Our liability is limited

We will use our best efforts to keep the Service free from viruses and errors, however, our liability to the User is limited to the maximum extent permitted by applicable laws. Therefore, neither SkillsVR nor its affiliates, employees, and partners will be liable to you for any other loss or damage arising from the user's negligent use of the Service or any

information contained in it. Any claim lodged will require concrete evidence in a format acceptable to us and are subject to establishing any negligence or breach at SkillsVR.

The submission of any claim by the User does not allow you to withhold payment of an amount that is due under the contract and that has become due.

Arbitration

Any legal controversy or claim arising out of or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our Service, will be resolved solely through binding arbitration in accordance with the American Arbitration Association's commercial arbitration rules. Any such dispute or claim will be arbitrated on its own merits, and will not be merged in any arbitration with any other party's claim or dispute.

Indemnity

If the User breaches these Terms or any law or the rights of a third party, the User will be responsible for the loss we suffer as a result. This means the User agrees to indemnify and hold us (and our officers, directors, consultants, shareholders and employees) harmless from any claim or demand, including reasonable legal fees, arising out of or related to the breach.

No waiver

If we do not exercise or enforce any right available to us under these Terms of Use, it does not in any way constitute a waiver of those rights.

Severability

If any provision of this Terms of Use becomes or is held to be invalid, unenforceable or illegal for any reason, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

Privacy and security

For information about how we use and store your personal information, please read our [privacy policy](#).

Complaints and Contacting us

If you have any complaints or questions about the Software service, please contact us at contact@skillsvr.com.

Changes to Terms of Service

We reserve the right to add, delete, or modify any or all Terms at any time with or without notice and please visit this page of the Services to review the Terms. Each time you use our Service you are agreeing to the Terms applicable at that time.

Jurisdiction

All matters arising out of or related to this Agreement are governed by and construed in accordance with the laws of New Zealand for our Oceania clients and the laws of the state of California, for our USA-based clients. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

Any cause of action brought against us in relation to our Website or Service must be filed within one (1) year of the date the cause of action began, otherwise it will be permanently waived.

Price changes

We reserve the right to change the prices for our products and services at any time.

Confidentiality

The User must keep login details and information about their account confidential. The User accepts responsibility for all activities that occur under their account. the User agrees to notify us promptly if the User:

- Suspect unauthorized use of their account
- Know or suspect loss or disclosure of your account credentials or breach of security.

Payment and billing

- We will send the User an invoice realignment with the terms of their contract. This may be monthly, quarterly or other. All charges, unless otherwise stated, exclude value\sales\use or any such taxes.

- The User must pay the bill on time and in accordance with any instructions on the bill. If the User fails to do so, we may charge a late payment fee, and any expenses incurred in collecting overdue amounts.
- If the User has an outstanding debt with us, we have the right to transfer that debt to another party who will then have the right to collect that debt from the User.

Restriction or cancellation of services

Without prior notice, we may, in our sole discretion, restrict, suspend, or terminate the User's services if:

- in violation of these Terms;
- use our services or behave in a way that we reasonably consider to be abusive, offensive, excessive, unreasonable, inappropriate, illegal, unauthorized or fraudulent, or in any way that infringes anyone's legal rights (such as copyright) or is likely to damage or negatively impact the operation of our services;
- for commercial reasons we can't provide the service;
- fail to pay your bill on time.

Termination of service

A minimum of one month's (30 days) notice shall be issued if the User intends to terminate the service before the expiry of the term, an early termination fee may apply. If the user terminates their annual subscription, such termination will be effective at the end of any previously paid subscription terms.

Canceling your account

When a User terminates their paid subscription to the SkillsVR Enterprise solution, there is a one-month (30 days) notice period. All users will still have access to the subscription during the notice period. Throughout this time, we will continue charging for access to the User.

- A paid subscription can only be canceled by the organization's admin.
- Your data, login, or account are not deleted when an admin cancels a subscription. Instead, your data is archived for one month, at which time the subscription may be reactivated.
- If the User is still within the cancellation notice period, the organization's admin has the right to revoke the request.
- If you are an admin of multiple organizations, canceling one will not have an impact on the others.
- The User must pay the overdue sum before canceling the account if the User is suspended for not paying or there is an outstanding balance.
- After canceling their subscription, a User can request for their data to be exported if they still require access to it. This will be offered at an additional cost.