**Terms of Service for upskilPRO.com**

 **PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE. BY CONTINUING TO USE THIS SITE YOU AGREE TO BE BOUND BY THESE TERMS OF USE.  Updated January 1, 2024**

By using the upskilPRO (“Service”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”). upskilPRO Corporation(“Company”) reserves the right to update and change these Terms of Service without notice.

Violation of any of the terms below may result in the termination of your account.

**Account Terms**

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
2. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have their own logins under your account).
3. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. Your login may only be used by one person – **a single login shared by multiple people is not permitted.** You may create separate logins for as many people as you have user licenses for.
6. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
7. You can register and choose any of the following types of accounts Free Account , Starter , Professional or Corporate accounts.

**​Data Retention Policy**

1. Demand Metric will retain your account data, including project and task information for a maximum of 90 days following the cancellation or expiry date of your subscription.  After 90 days, your account data will be archived or deleted.

**Payment, Refunds, Upgrading and Downgrading Terms**

1. Users are required to have a subscription to access and download some of our content.  Subscriptions renew automatically and have either a month-to-month or annual term.  By signing up for a membership subscription, you authorize Demand Metric to charge your credit card each period for the plan you are subscribed to.  Demand Metric will send you a receipt after each successful transaction or a decline notice with a link to update your billing information.
2. Any upgrade or downgrade in plan level, will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.
3. Downgrading your Service may cause the loss of features or capacity of your account. The Company does not accept any liability for such loss.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities.  If you are in Canada, we may add HST to your purchase and remit this to the Canada Revenue Agency.

**Cancellation and Termination**

1. **You are solely responsible for properly canceling your paid membership before it expires and auto-renews.**You can request to cancel your paid membership and downgrade your account to a free membership by emailing us. You can also cancel your paid membership at any time by clicking on your name, when signed in, at the top right of the screen, and then going under the ‘Account’ area of your profile and clicking on the Cancel Paid Membership link. After cancelling your paid membership, you will retain a free membership with upskilPRO and have access to our resources tagged as ‘Free’.
2. If you cancel the Service before the end of your current paid up time period (monthly or annual plan), your cancellation will take place on that expiry date, and you will not be charged again. There will not be any prorating of unused time in the last billing cycle. **If you cancel your membership after your expiry date, you will not receive a refund for the previous period of Service.**
3. The Company will provide a refund of an initial purchase if the user is unsatisfied with their purchase within the first 30 days of membership.**If the user has had more than 3 downloads of premium content, refund is no longer available.  After the first 30 days of membership, there are no refunds available.**

**Modifications to the Service and Prices**

1. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
2. The Company shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

**Copyright and Content Ownership**

1. All content posted on the Service must comply with copyright law.
2. We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.
3. The Company does not pre-screen content but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.
4. The look and feel of the Service is copyright© upskilPRO Corporation[JZ2] .All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.
5. You are permitted to access the Site, including the written text, graphics, data, images, illustrations, marks, logos, sound or video clips, photographs and/or other works (singly or collectively, the "Content") solely for your or your organization's internal information purposes, or for working with a client as a consultant or contractor. You agree to maintain all copyright, trademark, and other notices on the Content.
6. **While you may rebrand, modify, and customize our Microsoft Office tools and templates for use at your organization or an organization you are providing consulting services, you may not transmit, publicly display, sell, or distribute any Content to people who do not have a upskilPRO user license.**
7. You may not post upskilPRO Content to a corporate intranet or any other place where the Content can be accessed by non-licensed users.
8. Neither you nor your organization may use any Content or any excerpt from any Content to promote your or your organizations' products or services without licensed permission from Demand Metric to do so.
9. External citation of the Content in full or a significant portion is prohibited without Demand Metric's express written permission. Citation in part (max 20% of resource) within the press, blogs or social media is permitted without upskilPRO’ s express written permission.
10. The Site and all of the Content are protected by UAE, Canadian, Indian and and/or international copyright laws and conventions and belong to upskilPRO its licensors or third parties. No right, title or interest in any Content is transferred to you.
11. You agree to use the Site and the Content in accordance with all applicable laws. You agree not to take any action that would compromise the security of the Site or render the Site inaccessible to others.

**General Conditions**

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis. You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
2. You must not modify, adapt or hack the Service.
3. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
4. You agree not to sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
5. We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful, have offensive content or violates any party’s intellectual property or these Terms of Service.
6. Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Service customer, Company employee or officer will result in immediate account termination.
7. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
8. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. Of course, we’ll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
9. The Company does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free,(iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
10. You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
11. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).
12. These Terms of Use, and their validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the Province of Ontario, Canada without reference to the conflicts of laws provisions therein. You specifically and irrevocably consent for any claims or disputes arising out of your use of the Site or these Terms of Use to the jurisdiction of, and venue in, the federal or provincial courts sitting in Ontario.
13. Use our [Contact Us](https://www.demandmetric.com/content/contact-us) form to send any questions about the Terms of Service. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.