

OpenSKIMR Terms of Use

1. AREA OF APPLICATION

Welcome to the OpenSKIMR platform. OpenSKIMR is a pilot project funded by the European Commission. The project consortium is comprised of, MCI - Management Center Innsbruck Telefonica S.L.U. and the two subcontractors EUN & DIGITALEUROPE. By accessing, browsing or using this platform you acknowledge that you have read, understood and agreed to the Terms of Use. If you do not agree to these terms, you should not use or access this platform.

OpenSKIMR reserves the right, to revise these Terms of Use at any time by updating this PDF document. Thus, you are encouraged to review these terms frequently. We also reserve the right, without notice, to revise, change or stop offered functionalities available on the platform. We will not be liable to you or to any third party for doing so. Your continued use of the platform will constitute your acceptance of any such changes.

OpenSKIMR refers to www.openskimr.eu & www.routeplanner.openskirm.eu.

2. OFFER

The use of the OpenSKIMR platform is free of charge for all users. The OpenSKIMR prototype offers the functionality that match users to occupations, jobs and learnings based on set of algorithms developed by the project consortium. The OpenSKIMR set of algorithms provide the user with recommendations based on the users provided skills as well as the skills that are automatically assessed in the feature "Skill Assessment". To enable annotation of job posts, learnings and skills and thereby enable the algorithms the project applies the EU standards ESCO and EQF. The functionalities of the prototype are enabled for the eight ESCO occupations within the ICT sector: Software Developer, Mobile App Developer, ICT Project Manager, ICT Network Engineer, ICT Business Analyst, ICT Consultant, ICT Security Administrator and the Data Scientist.

OpenSKIMR provides the following functionalities: Matching, Route Planner, Skill Assessment, Search and Download EUROPASS. All those functionalities make use of external content, which OpenSKIMR is not responsible for. The content is used to demonstrate the functionalities. The meta data of the learning data has been modified by adding various country locations for shown prototype functionalities.

3. USER OBLIGATIONS

3.1. Password and Security

You are responsible for maintaining the confidentiality of your account and password. The password for your account at the OpenSKIMR prototype is not possible to be reset by the user. You must therefore notify us immediately if you believe that your password is known to someone else or if it may be used in an unauthorized way. We accept no liability for any unauthorized or improper use or disclosure of any password.

3.2. Responsibility of provides/submitted Information

- If you register for the usage of the OpenSKIMR functionalities, you agree to provide true, accurate, current, and complete information. If you provide any content that is untrue or inaccurate, OpenSKIMR has the right to suspend or terminate your account and refuse all current or future use of the platform.
- You agree not to create an account using a false identity or information, or on behalf of someone other than yourself.
- You are responsible for ensuring that files submitted by you are free of any kind of viruses or other unknown components that could be harmful for the platform.
- You may not try to get access data from which you are not authorized.
- OpenSKIMR has the right to delete any information provided by the user without explanation.

3.3. You are responsible for your own activities and communications

You agree to accept responsibility for all activities and communications that occur under your account.

4. TERMINATION

4.1. Termination by you as a user

You may at any time demand that OpenSKIMR terminates your account. The termination can be initiated by sending an e-mail to: info@openskirm.eu. The e-mail must contain username, password and the request for account termination.

4.2. Termination by OpenSKIMR

We may terminate your account or deny access to the platform at any time without any explanation or notification.

5. LIABILITY & WARRANTY

5.1. Disclaimer /Limitation of our Liability

OpenSKIMR will not be liable to any user for any loss or damage, whether in contract (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

1. **Viruses and other errors that could harm your IT-systems or result in any loss.** Although we believe the pilot platform to be free from viruses, malware and other errors that might affect your IT systems, you access and use the platform at your own risk. OpenSKIMR will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material.
2. **Functionality:** The OpenSKIMR pilot platform has been tested but is not yet a commercial product. OpenSKIMR does not warrant error-free functionality.
3. **Availability of the platform:** OpenSKIMR accepts no responsibility for/or guarantees the availability of the platform.
4. **Correctness of Information and Links:** The information on the platform exist solely to demonstrate the functionality of the algorithms. OpenSKIMR does not take responsibility, or liability for the information displayed on the platform or on the websites they are linked to.
5. **Application of Annotation Guide/Concept:** Annotation of skills is made by applying the ESCO and EQF framework. The assignment of skills and skill levels to jobs and learnings is made based on a developed Annotation Concept. OpenSKIMR does not guarantee that this Annotation Concept is perfect.

5.2. Warranty

The legal regulations apply.

6. COMPENSATION/INDEMNIFICATION

Unless stated otherwise in these regulations, our liability in all cases is limited to those damages which happened to our actual offered services. Any further compensation, related to consequential harm caused by a defect, is excluded, unless we are found guilty of gross negligence.

It is expressly stated that we do not operate as a business entity, but rather provide a pilot platform which brings together users, job offers and learnings.

7. THIRD PARTIES

7.1. Links

On the OpenSKIMR platform you will be offered links to third parties (job and learning providers), which may be of interest. All links of external providers have been checked once for their correctness. They are not updated after the launch. OpenSKIMR is not liable for content availability of websites, which are accessible via included hyperlinks. We do not accept any responsibility for/ or liability in respect of the content of those sites. We do not necessarily have any commercial relationship with these third-party providers. Using automatic links to gain access to such sites is entirely at your own risk. No user data will be forwarded by using the links to job posts and learnings.

7.2. EUROPASS

By downloading your information in the EUROPASS format the required data is forwarded and processed by the EUROPASS API. By using this functionality, you explicitly agree to hold OpenSKIMR harmless for any action taken by EUROPASS.

8. COPYRIGHTS/ INTELLECTUAL PROPERTY RIGHTS

The copyright of the platform content, design, and its features are owned by the OpenSKIMR pilot project commissioner and consortium. You may access content for your information and personal use solely as intended under these Terms of Use.

No content should be downloaded unless you see a “download” button or similar link displayed by OpenSKIMR for that content. You shall not copy, reproduce, distribute, display, or in any other way exploit any content for any other purposes without the prior written consent of the project consortium. You understand that when you use the OpenSKIMR pilot platform you will be exposed to third parties content and that OpenSKIMR is not responsible for any correctness and intellectual property rights to such content.

9. PLACE OF JURISDICTION

The place of jurisdiction is Innsbruck, Austria.

Our current general terms of use are valid. Please check the Terms of Use regularly. By continuous use of our services you agree to possible changes.

10. SUPPORT

The support of the website is being supplied via e-mail. Please, send a request to info@openskimr.eu.

Latest Update: August 30,2017

