

SKILLscan offline Terms and Conditions

When you install **SKILLscan offline**, you will have to accept a copy of our 'End User Licence Agreement' (or **EULA**).

A copy of this is included here for your reference:

END-USER LICENCE AGREEMENT FOR SKILLscan offline.

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL.

Skillscan Limited's End-User Licence Agreement ("**EULA**") is a legal agreement between you (either an individual or a single entity) and Skillscan Limited for the Skillscan Limited software product identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("**SKILLscan offline**"). By installing, copying, or otherwise using **SKILLscan offline**, you agree to be bound by the terms of this **EULA**. This licence agreement represents the entire agreement concerning the program between you and Skillscan Limited, (referred to as "licensor"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this **EULA**, do not install or use **SKILLscan offline**.

SKILLscan offline is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **SKILLscan offline** is licensed, not sold.

1. GRANT OF LICENCE.

SKILLscan offline is licensed as follows:

- Installation and Use.
Skillscan Limited grants you the right to install and use copies of **SKILLscan offline** on your computer running a validly licensed copy of the operating system for which **SKILLscan offline** was designed [e.g., Windows 98, Windows 2000, Windows 2003, Windows XP, Windows ME, Windows Vista].
- Backup Copies.
You may also make copies of **SKILLscan offline** as may be necessary for backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Maintenance of Copyright Notices:
You must not remove or alter any copyright notices on any and all copies of **SKILLscan offline**.
- Distribution:
You may not distribute registered copies of **SKILLscan offline** to third parties.
- Prohibition on Reverse Engineering, Decompilation, and Disassembly:
You may not reverse engineer, decompile, or disassemble **SKILLscan offline**, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- Rental:
You may not rent, lease, or lend **SKILLscan offline**.
- Support Services:
Skillscan Limited may provide you with support services related to **SKILLscan offline** ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of **SKILLscan offline** and subject to the terms and conditions of this **EULA**.
- Compliance with Applicable Laws:
You must comply with all applicable laws regarding use of **SKILLscan offline**.

3. TERMINATION

Without prejudice to any other rights, Skillscan Limited may terminate this **EULA** if you fail to comply with the terms and conditions of this **EULA**. In such event, you must destroy all copies of **SKILLscan offline** in your possession.

4. COPYRIGHT

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5. NO WARRANTIES

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Skillscan Limited does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within **SKILLscan offline**. Skillscan Limited makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Skillscan Limited further expressly disclaims any warranty or representation to Authorized Users or to any third party.

6. LIMITATION OF LIABILITY

In no event shall Skillscan Limited be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use **SKILLscan offline**, even if Skillscan Limited has been advised of the possibility of such damages. In no event will Skillscan Limited be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

Skillscan Limited shall have no liability with respect to the content of **SKILLscan offline** or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

7. MINIMUM USER REQUIREMENTS.

Operating System:

- Windows 98 (Recommended Windows XP or later)

Processor:

- Pentium II - 300 MHz or higher

Memory:

- Minimum 256 MB (Recommended 512 MB or higher)

Internet Connection:

- **SKILLscan offline** installation files can either be downloaded from the internet, or supplied on a DVD; if you choose to download them, then you will need a computer connected to the internet. **SKILLscan offline** does **NOT** need to internet to perform an assessment.

Other:

- Keyboard and mouse
- Monitor and video card capable of displaying 1024 x 768 screen in 16 bit colour.
- PDF reader – the reports produced by **SKILLscan offline** are produced in PDF format. A PDF reader (such as Acrobat) will be required to read them.