

ESP Platform Terms of Use

Effective Date of the ESP Platform Terms of Use: 1 June 2022

These Terms of Use of JA Europe (hereinafter referred to as “JA Europe”, “us”, or “we”) including the End-user Terms of Use imposed by YouTest ME (as described below) govern the use of the Entrepreneurial Skills Pass Project (hereinafter referred to as “ESP Project”), including the ESP Platform (hereinafter referred to as “ESP Platform”). Therefore, before registering for and participating in the ESP Platform, please read these terms carefully.

By using the ESP Platform, the student, teacher, mentor, volunteer, coordinator and judges (hereinafter referred to as “you”) accepts these Terms of Use in full; accordingly, if you disagree with these Terms of Use or any part of these Terms of Use, we urge you to cease any kind of use of the ESP Platform.

Please read these ESP Platform Terms of Use in conjunction with the Privacy Statement of the ESP Platform. By using the ESP Platform and providing your explicit consent via opt-in, you agree to the [Privacy Policy of the ESP Platform](#). Your personal data will be treated in accordance with our Privacy Statement.

Content and use of the ESP Platform

This platform provides you with access to an evaluation form (self-assessment), examination content – and results of these questionnaires. Such services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms of Use.

Unless otherwise specified, the information on the ESP Platform is for non-commercial use. Please note that you do not possess any right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the ESP Platform.

Notice specific to documents available on this ESP Platform

All content/material you submit on the ESP Platform through the use of your account shall be solely owned by you, or when applicable, the school you are in (when you act as a student). Permission to use data available on the ESP Platform is granted only for informational, non-commercial, personal use. Any (future) educative material concerning and/or resulting from the ESP Platform may not be copied or posted on any network computer or broadcast in any media, and no modifications may be made hereof. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties.

User submissions

JA Europe is not requesting any kind of confidential information from you through the ESP Platform. Any material, information or other communication you transmit or post on the ESP Platform is therefore to be considered non-confidential by JA Europe. As a user you acknowledge that your teacher has access to your results through the platform.

Registration process

Following steps are to be taken in the registration process:

1. All personal data JA Europe collected from you within the framework of your participation in the ESP Project, is entered in the ESP Platform via sign-up page.
2. Based on your personal data, a welcome email concerning the registration of your ESP Platform account shall be sent to you. In case of confirmation of your personal data, you will be required to simultaneously accept these present Terms of Use and the ESP Platform Privacy Statement via opt-in.
3. Following your confirmation, you will automatically receive access to the ESP Platform.

4. Through your login, you can update your profile (if required).

Liability

JA Europe does not warrant to meet all your requirements through the ESP Platform. We do offer you the possibility to request further information from JA Europe at all times. Hence, you declare to have been sufficiently informed about the content and the scope of the ESP Platform.

JA Europe does not guarantee that: (i) the performance of the ESP Platform will be uninterrupted or error-free nor that all errors and/or bugs will be corrected (within a reasonable time), (ii) ESP Platform will be constantly available, free of viruses, in time and complete, or (iii) the information provided by the ESP Platform is complete, correct, accurate and non-misleading.

The intended use of the ESP Platform by you is determined under your full responsibility and at your own risk. JA Europe cannot be held liable in any way for any direct or indirect/consequential damage resulting from this intended use. You shall thus be solely responsible for any damage to your computer (programs), wireless devices and/or other equipment consequential to the ESP Platform.

Further, JA Europe shall not be liable for damage caused by force majeure or hardship.

Update Terms of Use

JA Europe is entitled to update these terms by posting a new version on the website whereby JA Europe will indicate the revision data on top of these ESP Platform Terms of Use. Therefore, it is strongly recommended to regularly consult our ESP Platform Terms of Use, to make sure that you are aware of any changes.

End-user Terms of Use of YouTestMe

Given our contractual relationship with YouTest Me regarding the development of the ESP Platform and maintenance/hosting thereof, we are obligated to impose the End-user Terms of Use of YouTest Me to all persons who use the ESP Platform.

These End-user Terms of Use are applicable, inter alia, to (i) the ESP Platform and (ii) all relations between JA Europe and the students, teachers,, volunteers and coordinators in this respect.

Terms

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Revisions and Errata

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Site Terms of Use Modifications

Malloc Inc. may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Governing Law

Any claim relating to YouTestMe's web site shall be governed by the laws of the State of Canada without regard to its conflict of law provisions.

General Terms and Conditions are applicable to Use of a Web Site.