

Terms of Use

Effective date: 21 July, 2025

These Terms of Use (the “**Terms**”) constitutes a legally binding contract between you as a user (“**user**”, “**you**”, “**your**”) of this website or application (“**the Website**”, “**the Application**”) and us, MA EDUPARTNERS LIMITED or other company from the group (“**we**”, “**Kodree**”, “**us**”, “**our**”).

The Terms govern your rights and duties in regard to using the Website and receiving Services. Users and Kodree are collectively referred to as the Parties and severally as the Party.

By merely accessing our Website you agree to be bound by the Terms in full without any reservations. If you don’t agree to be bound, please do not use the Website.

If you want to be aware of how we process your personal data, please see our Privacy Policy and Cookie Policy.

1. General

1.1. The Website is designed for the provision of online training courses in Computer Science and auxiliary spheres via the Website (“**Services**”).

1.2. As we use the Website as the primary tool for the provision of Services, the Website features with functionalities that facilitate provision of Services. Since we allow users to use these functionalities for a better experience of Services, please consider the Website as part of our Services.

1.3. We reserve the right to add any new functionality to the Website at any time. If newly developed functionalities of the Website are not specifically governed by the Terms, they are provided on “as is” basis and are subject to the Terms to the extent reasonably practicable.

1.4. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without prior notice to you.

2. Services Eligibility

2.1. You may use the Website and receive Services only if you are an individual and have a full legal capacity to do that under the laws of your residency. If you are a minor under the laws of your residency, you may use the Website and receive Services only with the approval of your parent or guardian. Also, we encourage you to invite a parent or guardian to open an account and help you access content that is appropriate for you. In these cases, the parent or guardian is responsible for any activities of the minor user. If we discover that you are a minor and use the Website without your parent or guardian's approval, we will terminate your account, if you created one. When creating your user account, you might be asked to verify your age and identity.

2.2. Unregistered users may access only certain pages and functionalities of the Website, mainly for informational purposes such as reading a Blog, FAQ, company and team description, information about courses, contacts, social media links, feedback, setting a language and submitting an application for evaluation.

3. User Account Registration

3.1. You can create a user account on our Website.

3.2. To submit an application, you might need to fill in our form with your information.

3.3. The created user account may be used only for purposes mentioned above.

3.4. You are free to choose for submitting further personal information to your user account.

3.5. By registering on the Website you represent and warrant that you:

3.5.1. Will receive Services in accordance with the Terms and will not use the Services in any illegal way;

3.5.2. Provided valid and accurate personal information and keep it up-to-date at all times;

3.5.3. Will not perform acts aimed at breaching of the normal functioning of the Website, both by means of software and through your direct acts within the Website, or performing any other illegal acts;

3.5.4. Are responsible for protecting your account from unauthorized use;

3.5.5. Are solely responsible for granting access to your account to any third parties and the consequences thereof;

3.5.6. Will not create more than one account on the same person;

3.5.7. Will have no rights or benefits in any content, materials, products developed by Kodree within the Website;

3.5.8. Will not scrape, build databases or otherwise create permanent copies of the content provided on or through the Website and outside the Website, but in relation to provision of Services, or keep cached copies longer than permitted by the cache header;

3.5.9. Will not violate our intellectual property rights;

3.5.10. Will not violate the rights of other users.

3.6. We do not allow registered users to grant access to their account to other persons (except in the event described in art.2.1). In the event of granting such access, we may terminate your account and cease provision of Services.

3.7. You agree to notify us immediately if you believe or have reasonable grounds to believe that your user account has been or may be used without your permission. In case of non-notification, you as the legal holder of the account are responsible for all actions taken on behalf of your user account unless such non-notification was due to your unawareness or inability.

3.8. You are free to delete your account any time, if there are no unfulfilled obligations with Kodree. When you have such obligations, you should firstly fulfill all the obligations. After that you will be able to delete the account.

4. Access to Services

4.1. After you have registered on the Website and paid a Subscription Fee, we will switch your user account to provide you with access to the full range of features and functionalities of the Website.

5. Services

5.1. We provide Services via online courses (the “**course**”). Services mean educational training, according to the selected package from those offered at the Website which includes access to the Content (video lectures, assignments, self-tests for assignments). Course is a program, which consists of several modules on different topics placed in a specific sequence.

5.2. Users are required to complete each module before moving to the next module. However, some of the modules may be optional and you are free to choose whether to complete them.

5.3. During the course, we will be gradually granting you access to training materials necessary for completing a specific module.

5.4. During receiving Services, we may recommend you using third-party websites, online services, software or other products or services. These recommendations are provided to you for the sole purpose of successful completion of course training materials.

5.5. Kodree is not responsible for the content of any referred third-party products or services. Any third-party products or services are independent from Kodree. Kodree has no control over them. Use of any third-party product or service is subject to its terms of service and privacy policy or other legal documentation.

5.6. In no event shall any reference to any third-party product or service be construed as an approval or endorsement by Kodree of that third party or of any product or service provided by a third party. A recommendation to use any third party product or service does not imply that we endorse or accept any responsibility for the content or use of such product or service as well as will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service, you are responsible for exercising appropriate judgment and caution.

6. Subscription Fee and Payments

6.1. For provision of Services, you agree to pay us a Subscription Fee (the “**Subscription Fee**”) which is specified on the Website. Payment conditions may differ depending on the selected studying option.

6.2. The Subscription Fee is paid online by any available on the Website payment method.

6.4. The Subscription Fee is paid in full before the start of the studying, excluding the option of free access to a limited list of services.

6.5. After the Subscription Fee has been paid, you will receive an invoice containing details of the purchase.

6.6. Subscriptions renew automatically using the payment details on file for your account. If you purchase a subscription with automatic renewal, you acknowledge and agree that we are authorized to use the payment information on file for the renewal fee. Until you cancel, your subscription will renew with each billing cycle, and the payment information on file will be charged the then-current Subscription Fee. If you purchased your subscription at a discounted fee, please note that upon renewal, you will be charged the full subscription price.

7. Refund

7.1. Considering the nature of the services under the Terms, the refunds are available in case of overpayment.

7.2. If you make an overpayment of the Subscription Fee, the amount of the overpayment or refund sum shall be reimbursed at your request.

7.3. If you want to make a refund or if you want to set off the overpayment as payment for the next period, you have to contact us at the email address **support@kodree.com**.

7.4. The request shall be sent from the email address that you specified during registration. The request from any other email addresses will not be considered by us unless the relevant documents for the confirmation of your identity are provided.

7.5. You can withdraw within 14 days after the initial purchase if you find the courses are not a good fit, despite giving them an honest try. To be eligible for a withdrawal under this reason, you need to complete at least one full module.

7.6. You may cancel your subscription at any time independently in your account or by contacting support via email at **support@kodree.com** or through the WhatsApp chat on the platform. There are no partial or pro-rata refunds for cancellation. If you cancel your subscription, cancellation will be effective at the end of the current billing period.

7.7. Using the Services is your responsibility. If you choose not to use them or don't have time, this will not qualify for a refund, as such cases are considered non-refundable.

7.8. If the subscription is not canceled before the renewal, no refund will be issued. You agree that the purchase is final, that Kodree will not refund any transaction once it has been made, and that the purchase cannot be canceled. When you make the purchase, you acknowledge and agree that all purchases are non-refundable or exchangeable.

8. Feedbacks

8.1. By submitting any Feedback to any third-party public online resources, you agree that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

8.2. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to Kodree, or developed by our employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide about us to any third-party public online resources in any way, including in future enhancements and modifications to our Services.

8.3. We do not guarantee the completeness, accuracy and certainty of any feedback that we submit on the Website from other public online resources.

9. Communication

9.1. Unless you otherwise indicate in writing, we will communicate with you by email, regular mail, by posting publicly available content or via chat, including chats in messengers and applications that are available to you. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the chat with your user account or email address you have provided us with, or when we post content on the Website. You must keep your email address updated on the Website, and you must regularly check your account on the Website for postings.

9.2. To stop receiving specific communications from Kodree, please submit a notification to us or make corresponding adjustments on your account settings in order to change the types and frequency of such communications.

9.3. By using our Website and receiving our Services, you freely and expressly give your consent on our access to your data that you provide us with, including all private communications on chats, channels, platforms, applications, that we made available to you for the purpose of obtaining Services.

10. Intellectual Property

10.1. The Website, the creative content we make available for or shared with our users via the Website and outside the Website, but in connection to provision of Services, namely by email or via social networking services such as Facebook, Twitter, Youtube, Linkedin, are the intellectual property of Kodree including but not limited to:

10.1.1. Our lectures, speeches, or any other oral works regardless of the form they are recorded, e.g. audio, video, live-streaming etc.;

10.1.2. Our trademarks and business name;

10.1.3. Our written works, including articles, books, guides, memo, programs, curriculum, tasks etc;

10.1.4. Our databases;

10.1.5. Photos, images, illustrations;

10.1.6. Derivative works, which means works that are a creative remaking of other existing works without prejudicing the existing work's protection (annotation, adaptation, arrangement, or another remaking of work) or a creative translation thereof into another language.

10.1.7. Collections of work, collections of regular data, and other composite works provided that they result from creative work involving the selection, coordination or arrangement of the contents without prejudice to the copyright of works which are included thereto as the integrated parts;

10.2. Creative content does not include personal data, facts, laws, news and other non-creative information.

10.3. Our intellectual property is protected by copyright, trademark, and trade secrets.

10.4. Your right to use our intellectual property is limited to the rights expressly granted by us pursuant to the Terms and subject to your full compliance with the Terms (the "**License**").

10.5. The License extends to your personal use of the Website and authorizes you to view, copy, download, and print our intellectual property materials only for information purposes and receiving Training Services on the condition that you will not remove our copyright, trademark, and other proprietary notices from our intellectual property materials.

10.6. You shall not use our intellectual property for any other purpose in any other manner.

10.7. Following the provision above, we grant you the License that is:

10.7.1. Limited which means you can only use the intellectual property for the purposes we set out in the Terms;

10.7.2. Non-exclusive that means that Kodree can grant the same and similar licenses to other people as well;

10.7.3. Non-transferable which means the license is only for your benefit and you may not transfer any of the rights that we grant to you to any other person;

10.7.4. Worldwide which means your License is not limited by territory, unless the applicable law prohibits such License in certain countries.

10.7.5. Revocable, which means we can terminate this license at our discretion.

10.8. By sharing with us your completed tasks and making available your feedback on any third-party public online resources, profile information on the Website you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to exploit such content in any manner. The rights you grant us are only for the limited purpose of provision, offering, and improving our Services.

10.9. You are solely liable for all your content. By delivering your content to the Website you represent and warrant that you are the legal holder of the rights on that content and you are competent to grant us the license to use your content. You are responsible for ensuring that content submitted to this Website is not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity. You shall be solely liable for any damages

resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of content to this Website.

10.10. If you believe that any content on the Website violates your intellectual property rights, please notify us by email.

10.11. We reserve the right to remove or disable access to any content, at any time and without notice, if we at our sole discretion consider that any content violates the Terms or belongs to the material which is prohibited by law.

11. Confidentiality

11.1. You are prohibited to disclose or use any personal data and commercial/trade secrets ("**Confidential Information**") acquired by you in connection with using the Website or receiving Services to any third party for any purposes except for performing the obligations or exercising the rights under the Terms ("**Confidential regime**").

11.2. The Parties agreed that the following events shall constitute a breach of Confidential regime:

11.2.1. Dissemination of course materials, homework, teaching techniques;

11.2.2. Violation of any intellectual property rights of the Kodree, both registered and unregistered, including know-how and show-how;

11.2.3. Dissemination in any way of information about the learning process without our prior written consent.

12. Disclaimers

12.1. You acknowledge that the Website, Services, and any information on or accessible from the Website are provided on "as is" basis and their use are entirely at your own risk. You agree that Kodree is not liable for any loss or damage in relation to use of the Website or reception of Services.

12.2. Kodree is not an educational institution and does not award any official documents on education.

12.3. We do not guarantee your inevitable employment or conclusion of any contracts on provision of IT services upon receiving our Services.

12.4. We are not an employment service and we do not serve as an employer of any user. In all cases of use of the Website or receiving Services, users are acting as independent contractors and any Party is not an employee, agent, franchisee or partner of the opposite Party. Accordingly, you will be solely responsible for all costs incurred by you during use of the Website or receiving Services. You shall not hold yourself out as having authority to make contracts or promises on behalf of Kodree.

12.5. We are not responsible for any loss or damage caused by, or expenses incurred by you as a result of your failure to protect your user account from any unauthorized access or use.

13. Indemnification

13.1. You hereby agree to indemnify Kodree, any of its officers, directors, employees, sub-contractors and agents and its affiliated and related entities from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind arising out of, relating to, or incurred in connection with any claim, complaint, audit, inquiry, or other proceeding, that arises or relates to:

13.1.1. Any actual or alleged breach of your representations, warranties, or obligations set forth in the Terms;

13.1.2. Your wrongful or improper use of the Website or the information available there;

13.1.3. Any other party's access or use of the Website via your account subject to the reservations indicated in these Terms.

13.2. You shall not have any claim of any nature whatsoever against Kodree for any failure to carry out any of our obligations under the Terms as a result of Force Majeure – causes beyond our control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, in securing any permit, consent or approval required by Kodree, for the supply of services, delay by any subcontractor or supplier of ours, accidents of any kind, riot, political or civil disturbances, war or any military actions, the elements, by an act of state or government, including regulatory action imposed or any other authority, or any other cause whatsoever beyond our absolute and direct control.

14. Limitation of Liability

14.1. To the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred dollars. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

15. Applicable Law and Dispute Resolution

15.1. Provisions of this section apply to the relations between users and us in regard to use of the Website and Services.

15.2. With respect to all legal disputes under the Terms and interpretation of the Terms the Parties shall be governed by the laws of Cyprus.

15.3. Any dispute between you and us arising out of the usage of the Website or Services, the formation, performance, interpretation, nullification, termination or invalidation of the Terms, or arising therefrom or related thereto in any manner whatsoever, shall be settled by courts located in Cyprus competent to resolve the dispute according to the laws of Cyprus.

15.4. Before bringing a claim against us, you agree to try to resolve the dispute by negotiation. Following this, please send us an email with your arguments. We will try to resolve the dispute informally by answering your email. If a dispute is not resolved within 15 days after submission, you or we may bring formal proceedings.

16. Amendments

16.1. We reserve the right, at our sole discretion, to change or modify any part of the Terms at any time.

16.2. Your subsequent use of the Website after any such changes constitutes your acceptance of the latest terms of the Terms.

17. Miscellaneous

17.1. The Terms replace any other arrangements between the Parties as well as all prior versions thereof. Should any provision of the Terms (a clause or a statement within a clause) be declared invalid or unenforceable, it should not affect the remaining provisions in whole or part.

17.2. Our failure to exercise any right or provision in the Terms should not be considered as a waiver of such right or provision of the Terms.

17.3. These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent. We may transfer, assign or delegate these Terms and our rights and obligations without prior notice to you.

17.4. Should you have any questions regarding the use of the Website or regarding the Terms, please contact us at **support@kodree.com** or to:

MA EDUPARTNERS LIMITED

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