

Last updated: 13 March 2024

These Terms of Use (the “**Terms**”) constitutes a legally binding contract between you as a user (“**user**”, “**you**”, “**your**”) of the <https://taxatic.school> (“**the Website**”) and us, Teemy LLC or other company from the Taxatic.School group (“**we**”, “**Taxatic.School**”, “**us**”, “**our**”).

The Terms govern your rights and duties regarding using the Website and receiving Services. Users and Taxatic.School 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.

1. General

- 1.1. The Website is designed for the provision of online training courses in taxation 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.
- 2.2. Users may access without registration to certain pages and functionalities of the Website, that are for informational purposes such as company and team description, information about courses, contacts, feedback, and submitting an enrolment form.

3. Becoming a Student

- 3.1. A Student is a user of the Website, who was successfully enrolled and paid for an instructor-led course (“Student”).
- 3.2. While receiving Services as a Student, you are obliged to pay general respect to staff of Taxatic.School, including tutors, their assistants and our user support team. We may terminate the Terms with you if you are caught in such a disrespectful attitude.

4. Training Services

- 4.1. We provide Services via instructor-led courses (the “course”) that could be performed either as a live virtual classroom event or as an offline face to face training. Course is a program, which consists of several modules on different topics placed in a specific sequence. Modules, in turn, consist of a range of topics.

- 4.2. We will notify Students on the starting date of the course and course scheduling. Each course has different duration.
- 4.3. Students are required to maintain 80% attendance rate to complete any course. Depending on the conditions of the particular course the successful completion of the case study or other type of task may also be required to receive the Certificate of Completion.
- 4.4. During the course, we will be gradually providing you with the training materials necessary for completing a specific module.
- 4.5. 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.
- 4.6. Taxatic.School is not responsible for the content of any referred third-party products or services. Any third-party products or services are independent from Taxatic.School. Taxatic.School 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.
- 4.7. In no event shall any reference to any third-party product or service be construed as an approval or endorsement by Taxatic.School 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.
- 4.8. We reserve the right to alter the course content, speaker, or venue where necessary. Should we have to cancel a course we do not accept responsibility for travel, accommodation or other costs which may have been incurred by any delegate.
5. Fee and Payments
 - 5.1. For provision of Services, you agree to pay us a fee (the "Fee") which is specified on a Website or provided in the personalised offer from Taxatic.School for a particular course.
 - 5.2. The Fee is paid online using the payment link provided by Taxatic.School.
 - 5.3. The Fee is paid in full for the whole course before the start of the course.
 - 5.4. After the Fee has been paid, we will show you a confirmation of payment.
6. Cancellations and Refund
 - 6.1. All cancellations must be in writing. For bookings cancelled at least 22 days (by 5.00pm) prior to the course date we will refund the course fee. For bookings cancelled between 21 and 8 days (by 5.00pm) prior to the course date the course fee remains payable and is non-refundable. Students may attend another course of equivalent value free of charge. Where the course is of lesser value, the balance will either be held in credit against your virtual account or set off against outstanding fees at our discretion.
7. Feedbacks
 - 7.1. 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 other wise to anyone.
 - 7.2. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to Taxatic.School, 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.

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

8. Communication

8.1. 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 us updated on your email address, and you must regularly check it for any information from Taxatic.School.

8.2. To stop receiving specific communications from Taxatic.School, please submit a notification to us to change the types and frequency of such communications.

8.3. 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.

9. Intellectual Property

9.1. 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 Taxatic.School including but not limited to:

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

9.1.2. Our trademarks and business name;

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

9.1.4. Our databases;

9.1.5. Photos, images, illustrations;

9.1.6. 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.

9.1.7. 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;

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

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

9.4. 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").

- 9.5. 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.
 - 9.6. You shall not use our intellectual property for any other purpose in any other manner.
 - 9.7. Following the provision above, we grant you the License that is:
 - 9.7.1. Limited which means you can only use the intellectual property for the purposes we set out in the Terms;
 - 9.7.2. Non-exclusive that means that Taxatic.School can grant the same and similar licenses to other people as well;
 - 9.7.3. 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;
 - 9.7.4. Worldwide which means your License is not limited by territory unless the applicable law prohibits such License in certain countries.
 - 9.7.5. Revocable, which means we can terminate this license at our discretion.
 - 9.7.6. By sharing with us your completed quizzes and/or case studies and making available your feedback on any third-party public online resources, 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.
 - 9.8. 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 Taxatic.School 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 us.
 - 9.9. If you believe that any content on the Website violates your intellectual property rights, please notify us by email.
 - 9.10. 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.
10. Confidentiality
- 10.1. 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”).
 - 10.2. The Parties agreed that together with conditions from a respective Services Agreement the following events shall constitute a breach of Confidential regime:
 - 10.2.1. Dissemination of course materials, homework, teaching techniques;
 - 10.2.2. Violation of any intellectual property rights of the Taxatic.School, both registered and unregistered, including know-how and show-how;
 - 10.2.3. Dissemination in any way of information about the learning process without our prior written consent.
11. Disclaimers

- 11.1. 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 Taxatic.School is not liable for any loss or damage in relation to use of the Website or reception of Services.
- 11.2. Taxatic.School is not licensed educational institution and does not award any official documents (particularly, degree-related) on education.
- 11.3. Course materials are prepared solely for training purposes and are not a substitute for legal advice. Presenters, authors and Taxatic.School will not accept responsibility for loss howsoever occasioned to any person or persons arising from any reliance; including but not limited to reliance on any content for the purposes of giving advice to third parties.

12. Indemnification

- 12.1. You hereby agree to indemnify Taxatic.School, 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:
 - 12.1.1. Any actual or alleged breach of your representations, warranties, or obligations set forth in the Terms;
 - 12.1.2. Your wrongful or improper use of the Website or the information available there;
- 12.2. You shall not have any claim of any nature whatsoever against Taxatic.School 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 Taxatic.School, 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.

13. Limitation of Liability

- 13.1. 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.

14. Applicable Law and Dispute Resolution

- 14.1. Provisions of this section apply to the relations between users and us in regard to use of the Website and Services.
- 14.2. With respect to all legal disputes under the Terms and interpretation of the Terms the Parties shall be governed by Ukrainian laws.
- 14.3. 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 Ukraine competent to resolve the dispute according to Ukrainian laws.

14.4. 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 30 days after submission, you or we may bring formal proceedings.

15. Amendments

15.1. We reserve the right, at our sole discretion, to change or modify any part of the Terms at any time. We will notify the existing Students in 2 days by email before the date when amendments to the Terms or new version of the Terms gain legal force.

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

16. Miscellaneous

16.1. 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.

16.2. 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.

16.3. 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.

16.4. Should you have any questions regarding the use of the Website or regarding the Terms, please contact us at info@taxatic.school.