**TERMS AND CONDITIONS**

These "Terms and Conditions" ( hereinafter referred to as the Terms ) constitute a public offer and shall enter into force as a contract upon acceptance by you .

This website is operated by Marketing Academy. More information about Marketing Academy is provided at the end of these Terms.

The Terms will apply to any booking you make through this website and to our use of your registration and other personal data.

The term “course” in these Terms also means a module, session or any other educational service provided by the Marketing Academy.

The term "training portal" in these Terms refers to the technical means (platforms for collective work using voice communication, video communication and screen sharing functions, cloud storage and file sharing platforms, Internet services for online learning, etc.) used by the Academy to provide educational services. The level of your access to the technical means is determined by each specific educational service.

**Booking a course**

By registering for the course you agree to:

- provide true and complete information about yourself, keep your registration data up to date by updating it via email to the responsible manager;

- ensure sufficient internet connection speed for comfortable access to the Academy’s services online ( recommended technical parameters - internet speed of at least 10 Mbit / s for standard video quality ).

- comply with these Terms and our policies.

You confirm that:

- you are familiar with all the provisions of the Terms, the Personal Data Protection Policy, the cost of the Academy's services and accept them voluntarily. Your consent is expressed in any payment for our service.

- you are not a citizen of Russia or Belarus.

You have the right to:

- confirmation of booking/payment and receipt of necessary information and materials;

- receiving a service in accordance with the description on the Academy website;

- permanent or temporary access to the Academy’s educational portal, if this is provided for by the terms of service.

**Delegate cancellations, transfers or substitutions**

Marketing Academy reserves the right to change or cancel a course, course times, dates or published prices in exceptional circumstances. Any changes will be communicated prior to the course start date and any course already paid for in full will not be subject to a price increase.

If you cancel your course, the Marketing Academy reserves the right to charge a fee to cover organizational costs and bank fees. Unless otherwise provided for in a separate agreement with you, the said fee is a fixed amount, which is determined as a percentage of the minimum cost of organizing the course. The Marketing Academy has the right to consider the entire amount paid by you as non-refundable (relevant for budget courses).

Subject to agreement with the Marketing Academy, you may replace the original delegate with an alternative delegate at no additional cost prior to the course start date. You also undertake to familiarize the alternative delegate with these Terms and the alternative delegate undertakes to accept them in order to be enrolled in the course. In this case, acceptance of the Terms is expressed by the person submitting their registration data via this website or otherwise to the responsible manager.

Once a course is activated, it is not possible to replace a delegate.

A course is considered activated from the moment the delegate gains access to the course materials.

Any cancellations, postponements or substitutions must be sent by email to kateryna.prykhodko@cim-mia.com and confirmed by the Marketing Academy.

**Transfer to another course**

If the Marketing Academy has such an opportunity, then by agreement of the parties, the delegate can be transferred without payment to an alternative course or with an additional payment to a course with a higher price.

Only one transfer is allowed per booking.

If a discount has been applied to the original booking, Marketing Academy reserves the right to charge the full published price of the alternative course.

**Other conditions**

Course bookings, unless otherwise agreed in advance in writing, are made for one delegate.

Marketing Academy reserves the right to exclude any delegate from its program if they breach these Terms or demonstrate any other behavior deemed inappropriate. This will result in no refund of course fees or other costs being paid.

An unstable connection or interruptions in the Internet connection that you experienced during the provision of the service cannot be grounds for a refund.

**Terms of Use of the Educational Portal**

You may use the educational portal only for lawful purposes, without violating the rights of third parties and without damaging the reputation of the Marketing Academy.

It is prohibited to use the portal to distribute unwanted advertising, spam, financial schemes or materials containing viruses that may damage software or equipment.

You agree to defend and indemnify Marketing Academy from any claims, losses and expenses related to your use of the portal.

The content of the educational portal is provided "as is" and "as available" without warranty. The Academy is not responsible for materials accessible through linked platforms that it does not administer.

Under no circumstances will the Academy, its employees or invited speakers be liable for damages arising from the use of materials from the portal or related platforms.

**Copyright and Trademarks**

Copyright and all other rights to the materials of the educational portal belong to the Academy of Marketing or are included with the permission of the owner of the rights.

As a visitor to the Learning Portal, you may download one copy of the materials posted on this portal onto one computer for your personal viewing/listening purposes only. Single copies of pages from this portal may be printed for the sole purpose of enabling the person printing the page to retain a copy for their own records. Copying or distribution of Learning Portal materials for any commercial or business use is not permitted without our prior written consent.

Photography or video broadcasting, alteration or modification of the contents of the educational portal is not permitted without our prior written consent, except in cases where this may be reasonably necessary for the use of the educational portal. In accordance with this clause, all rights to the materials of the educational portal are reserved by the Marketing Academy.

Use of any software available for download from the educational portal or recommended by the Marketing Academy staff is governed by the terms of the license agreement included with the software. All trademarks, service marks, and trade names on the educational portal are trademarks of their respective owners, and any unauthorized use is prohibited.

**Intellectual property**

All materials provided by the Marketing Academy remain the intellectual property of the Marketing Academy and its partners, who claim their rights to worldwide copyrights and all related rights, unless otherwise agreed in writing.

Acceptance of these Terms means that you give permission to the Marketing Academy to record the services provided by means of video and/or audio recording, and to use the results in any form and by any means without your consent, including in all projects and/or events organized and/or held by the Marketing Academy as advertising material, transfer to third parties, etc.

**Data protection**

Marketing Academy does not sell, trade, or rent your personal information to others. However, Marketing Academy may contact you to provide useful and interesting additional information about our products and services.

**Responsibilities of the parties**

Except as expressly provided in these Terms, Marketing Academy will under no circumstances be liable for any consequential damages or losses of any kind, including loss of profits, business or revenue, arising out of or in any way connected with the performance of or non-performance of these Terms, breach of any express or implied condition or warranty, or where the performance of any of our obligations to you is prevented, frustrated or impeded by any circumstance or cause beyond our reasonable control, including, without limitation, fire, flood, lightning, civil commotion, malicious damage, compliance with any law or government regulation, accident or breakdown of equipment, facilities, utilities, computer servers, telecommunications networks or failure of suppliers or subcontractors.

Marketing Academy does not seek to exclude or limit its liability for death or personal injury arising from the negligence of its employees or any fraudulent misrepresentation. Subject to this, Marketing Academy's liability to you under these Terms, however caused, is limited to replacement of the service(s) or a full refund of the price as set out above; our liability to you shall not exceed the total price charged for the services purchased.

Marketing Academy provides educational services, but does not guarantee successful completion of tests or exams. Full responsibility for this lies with you.

**Legal rights**

These Terms are in addition to your statutory rights as a consumer, which remain unaffected.

**Applicable law**

Any agreements concluded with the Marketing Academy are fully subject to the current legislation of the country in which the Academy is registered. You hereby agree to submit to the non-exclusive jurisdiction of the relevant courts of that country.

**Revision Policy**

Marketing Academy reserves the right to change these Terms and Conditions from time to time. Such changes will be effective immediately upon posting of the amended Terms and Conditions on the website. By continuing to use the learning portal, you will be deemed to have accepted such changes.

**Registered office**

LLC "PREMIER CONSULTING"

02149, Ukraine, Kiev,

Nikolay Bazhan Ave., 26, office 244

EDRPOU: 41734458

tel. +38(097)175-84-84;

email: [welcome@cim-mia.com](mailto:welcome@cim-mia.com)

**Bank details**

USD : PREMIER CONSULTING LIMITED

JSC CB "PRIVATBANK",

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