

Terms of Use

Effective date: 29 May 2023

Previous version: [18 January 2023](#)

These Terms of Use (the “**Terms**”) constitutes a legally binding contract between you as a user (“**user**”, “**you**”, “**your**”) of the <https://mate.academy> (“**the Website**”) and us, MATE ACADEMY PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ or other company from the group (“**we**”, “**us**”, “**our**”, “**Mate academy**”).

The Terms govern your rights and duties in regard to using the Website and receiving Services. Users and Mate academy 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. Evaluation

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

3.2. If you apply for a full-time studying option, you have to go through the evaluation process. Evaluation consists of a test and an interview. After you submit your application, we will provide you with materials that will help you to prepare for the test.

3.3. We at our sole discretion reserve the right to refuse both launching your evaluation or to provide Services any time after your successful evaluation but before entering into a Services Agreement. You agree not to claim our decision on such refusal.

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

3.5. If you want to take part in a marathon or webinar, you will have to register a user account and fill in the form with your information. This account will allow you to participate in the events, receive useful information, notifications, recordings of the events, invitations for further events, and complete tasks.

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

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

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

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

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

3.8.3. 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;

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

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

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

3.8.7. Will have no rights or benefits in any content, materials, products developed by Mate academy within the Website;

3.8.8. 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;

3.8.9. Will not violate our intellectual property rights;

3.8.10. Will not violate the rights of other users.

3.9. 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.

3.10. 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.

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

4. Becoming a Student

4.1. A Student is a registered user of the Website, who has successfully passed evaluation for a full-time studying option or paid for a part-time studying option (“**Student**”). After obtaining a Student status, we will switch your user account to a Student account. Students receive access to the full range of features and functionalities of the Website.

4.2. While receiving Services as a Student, you are obliged to pay general respect to staff of Mate academy, including mentors, coaches, their assistants and our user support team. We may terminate the Terms with you, if you are caught in such a disrespectful attitude.

4.3. A Student also signs a Services Agreement on specific terms of services (including term, fee and liability matters) with Mate academy or its agents (the “**Services Agreement**”).

5. Training Services

5.1. We provide Services via online courses (the “**course**”). 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 daily classes.

5.2. We will notify Students on the starting date of the course they chose in application for evaluation and course scheduling. Each course takes four months on average.

5.3. Students 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.

5.4. Students may be provided with coaches, mentors, coordinators for the whole course depending on a studying option. Coaches, mentors and coordinators will help you to master the course by providing and explaining to you the study materials, knowledge, experiences, conducting lectures and Q&A sessions, reviewing your work, giving feedback and guiding you through the studying process.

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

- 5.6. Full-time studying option requires completing tasks and doing individual work. You agree to submit your work in time and with the best efforts. In the event of missing deadlines or regularly submitting bad-quality work, you will face the consequences prescribed by the relevant Services Agreement that you concluded with us.
- 5.7. Our coaches and mentors are obliged to give you feedback with explanations of strong points as well as drawbacks of your work.
- 5.8. If you decide to do another course, you need to pass an evaluation specific for that course.
- 5.9. During a course, you agree to be available for the course and you represent and warrant that you will not be under any other obligations that may interrupt your receiving of Services.
- 5.10. 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.
- 5.11. Mate academy is not responsible for the content of any referred third-party products or services. Any third-party products or services are independent from Mate academy. Mate academy 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.
- 5.12. In no event shall any reference to any third-party product or service be construed as an approval or endorsement by Mate academy 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.
- 5.13. Depending on the chosen studying option and offered current conditions on the Website, we may grant a lifetime access to our courses for our Students when they enroll in a course. However, we may revoke this access if there are legal grounds mentioned in a respective Service Agreement or prescribed by applicable law.

6. Fee and Payments

- 6.1. For provision of Services, you agree to pay us a fee (the “**Fee**”) which is specified in a respective Services Agreement signed between the parties. Payment conditions may differ depending on the selected studying option: full-time or part-time.
- 6.2. The Fee is paid online in a Student account by any available on the Website payment method. Usually these payment methods are: installment payment (through PayU), debit/credit card, bank wire transfer.
- 6.3. In order to pay the Fee in a full-time studying option, a Student is required to submit the amount of net income received in a certain month to his account. The Website will calculate the amount of Fee and you will proceed with payment.
- 6.4. The Fee for a part-time studying option is paid in full for the whole course before the start of the course.
- 6.5. After the Fee has been paid, we will show you a confirmation of payment.

6.6. Considering the nature of the services under the Terms and the Services Agreements, the refunds are available in case of overpayment or according to the specific terms of a respective Services Agreement.

6.7. If you make an overpayment of the Fee or fall under the conditions of refund according to a respective Services Agreement, the amount of the overpayment or refund sum shall be reimbursed at your request.

6.8. In a full-time studying option, the amount of the overpayment may be counted against the next month's Fee amount. In such a case the next month's Fee amount may be reduced by the amount of the overpayment on your consent.

6.9. The decision on the refund of the overpayment or reduction of the amount of next month's Fee by the amount of the overpayment shall be made at our own discretion. The request for refund may be rejected in case we identify there was no overpayment pursuant to the Agreement.

6.10. If you want to make a refund or if you want to set off the overpayment as payment for the next month, you have to contact us at the email address mentioned in a respective Services Agreement.

6.11. 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. 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 otherwise 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 Mate academy, 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 your email address updated on the Website, and you must regularly check your account on the Website for postings.

8.2. To stop receiving specific communications from Mate academy, 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.

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 (including Slack) 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 Mate academy 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 a respective Services Agreement and subject to your full compliance with the Terms and a respective Services Agreement (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 and a respective Services Agreement;

9.7.2. Non-exclusive that means that Mate academy 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.

9.8. 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.

9.9. 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.

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

9.11. 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.

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 or a respective Services Agreement (“**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 Mate academy, 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 Mate academy is not liable for any loss or damage in relation to use of the Website or reception of Services.

- 11.2. Mate academy is not an educational institution and does not award any official documents on education.
- 11.3. We do not guarantee your inevitable employment or conclusion of any contracts on provision of IT services upon receiving our Services. You agree that due to the nature of our Service, your employment or contracting as well as the terms and conditions under which you will work completely depends on you. You indemnify us from any claims from you in case of your failure or dissatisfaction in employment or contracting.
- 11.4. We do not guarantee your satisfaction of employment or contracting in general as well as we may not guarantee a certain amount of your income or any other specific terms of your employment or services agreement. However, due to our Fee calculation terms we will do our best to help you with employment or contracting on the best conditions insofar as possible.
- 11.5. We are not an employment service and we do not serve as an employer of any user unless separately subject to a signed, written employment contract. 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 Mate academy.
- 11.6. 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.

12. Indemnification

- 12.1. You hereby agree to indemnify Mate academy, 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;
 - 12.1.3. Any other party's access or use of the Website via your account subject to the reservations indicated in these Terms.
- 12.2. You shall not have any claim of any nature whatsoever against Mate academy 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 Mate academy, 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 Cyprus 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 Cyprus competent to resolve the dispute according to Cyprus 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 15 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 registered users 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. In case of discrepancies between the conditions of these Terms and a respective Services Agreement, the conditions of a respective Services Agreement will prevail. 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, complaints regarding the use of the Website or regarding the Terms or our Services, please contact us at info@mate.academy or to:

MATE ACADEMY PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

REGON: 524249834, NIP: 5223247349

ul. TELEWIZYJNA, nr 24, lok. ---, miejsc. WARSZAWA, kod 01-492, poczta WARSZAWA, kraj POLSKA

We will respond to you in 14 (fourteen) calendar days.

Revisions:

01-2023: [Comparison of Terms of Use versions 02/01/2021-01/18/2023](#)

05-2023: [Comparison of Terms of Use versions 01/18/2023-01/29/2023](#)