

TERMS OF USE

Last updated 21 December 2022.

PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE OUR SERVICES. THE HEADINGS CONTAINED IN THESE TERMS ARE FOR REFERENCE PURPOSES ONLY. YOU SHOULD PRINT A COPY OF THESE TERMS FOR YOUR RECORDS.

1. Terms

For the purposes of these Terms of Use (the “**Terms**”), we define the terms below as follows:

Site (we, us, our, SHBP, ShBP Academy, ShBP Academy OU) shall mean the group of websites with domain names:

<https://shbpacademy.com/>

<https://shbp.info/>

<https://shbpacademy.online/>

including all of their pages and sub-domains.

Course shall mean a specific educational program provided by means of the Platform.

Webinar shall mean a broadcast or an online stream on a particular topic, held on the Site and/or the Platform.

Trial Module / FREE Package shall mean the first module/modules within the Course that is provided on the terms specified herein.

Platform shall mean Kajabi website and application, through which a Customer can access the Services.

Visitor (you, your) shall mean a person who uses the Site without creating the Account.

Customer (you, your) shall mean a person who uses the Site through his/her personal Account in order to receive our Services.

Services shall mean educational and informational services provided by a Contractor for Remuneration or without it, on the Site or by means of the Platform under the terms of this Agreement, in particular, Courses, Webinars, consulting services and other.

Account shall mean a personal account of a Customer on the Site through which a Customer can access our Services.

Payment System shall mean a third party, which is a financial institution that provides the ability to make money transfers, in particular, through which payment to the Course Creator can be made. The Course Creators use Stripe, 2Checkout or WayForPay platforms, as specified in the relevant Public Agreement.

Public Agreement shall mean an official document published by a Course Creator that includes significant requirements for the provision of the Services, rights and obligations of a Customer and a particular Course Creator.

Course Creator shall mean a natural or a legal person who creates and carries out a particular Course and supports Customers of such Course, as well as provides other Services, including all of the text, graphics and video content.

Content shall mean all informational content published within the Site, including all of the texts, graphics, videos and other types of content.

2. General Information

2.1. Parties to the Terms

These Terms govern the contractual relationship between you and us regarding your use of the Site, the Platform, and SHBP Services in accordance with these Terms.

2.2. Acceptance of the Terms

By using our Site and Services, you confirm that you are fully acquainted with these Terms and accept them. If you do not agree with the provisions of these Terms in whole or in part, you must not use either the Site or our Services.

2.3. Changes to the Terms

These Terms may be amended or changed unilaterally. The new version of the Terms comes into force from the moment it is posted at the [link](#): .

In this case, we will notify you of changes by posting a notice on the Site at least five (5) calendar days in advance, during which you may agree or disagree with the changes. The period of such notice may be extended at our discretion, in the event of significant changes, or reduced if national law requires such changes. Use of the Site and/or Services after any changes and amendments to the Terms constitutes acceptance of such changes and (or) amendments.

IF YOU REFUSE TO ACCEPT CHANGES TO THE TERMS, YOU SHOULD NOT VISIT THE SITE AND USE OUR SERVICES. YOU UNDERTAKE TO DELETE YOUR ACCOUNT AND TERMINATE USE OF THE SERVICES.

2.4. Course Creators and Public Agreements

The Courses can be created by different Course Creators. You can find out more about the Course Creator and other relevant information about the Course conditions in the Public Agreement on a webpage of the relevant Course.

2.5. Course Rates

The Courses can be available at different rates, e.g. Standard Package, Business Package, and Premium Package. The scope of the Services provided and functionalities available within each package can be found on the Site.

2.6. Redirecting

If we provide links or pointers to other websites than those that are a part of the Site, no inference or assumption should be made that we operate, control, or are otherwise connected with these websites. When you click on a link within the Site, we will not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of the destination website.

3. Feasibility of the Site

3.1. When using the Site as a Visitor, you can:

- familiarize yourself with information about our Services and other information available on the Site;
- choose one of the Services and fill in a relevant registration form to obtain it;;
- contact us via the communication tools available on the Site;
- subscribe to our newsletter.

Once you register to one of our Services, you will be considered as the Customer for purposes of these Terms.

3.2. When using the Site as a Customer, you can:

- purchase the Course or register to the Webinar or Trial Module;

- access the Course purchased or the Trial Module enrolled in your Account through the Site and/or Platform;
- attend the Webinar;
- use all Services and functionalities according to the chosen Course rate in the manner and under the conditions specified herein and in the relevant Public Agreement.

4. Service Provision Procedure

4.1. Charge for Services

We provide our Services for a charge. Nonetheless, we reserve the right to provide you with access to some Content and functionalities of the Site for free in accordance with the information available on the Site.

E.g., the Courses are provided with full payment in accordance with the rate you choose. By the way, some Courses have the Trial Module option. You may register for such a Trial Module and then decide if you want to take the full Course.

Our Webinars are usually free of charge. You can register for them by filling in a form on the Site.

4.2. How to Get a Trial Module / FREE Package

If you would like to take a Trial Module within the Course, you need to fill in a registration form on the Site for future Account registration. Then you should take action as the “How to Access Your Account for the First Time” section describes.

4.3. How to Purchase a Course

After you choose the Course and its rate, you will be asked to fill in a registration form to enrol. After that, you will be redirected to a payment service provider to proceed with the payment.

If you have already taken a Trial Module and wish to enrol to the relevant Course, you can use the Account that was registered before for your Trial Module. After the payment, you should take action as the “How to Access Your Account for the First Time” section describes.

4.4. How to Access Your Account for the First Time

After you have enrolled to receive the Trial Module, you will receive an email from us with your login credentials and a link that will take you to the Trial Module on the Platform.

Once your payment is accepted, you will receive an email from us with your login credentials and a link that will take you to the Course on the Platform.

Enjoy your studying!

4.5. Security of Your Account

You are responsible for the security of your login credentials and the confidentiality of your Account information. It is not recommended to transfer your Account information to third parties. All actions performed on the Site and the Platform using your login credentials are considered to be your actions. Please notify us if any security breach or unauthorised use of your Account occurs.

4.6. Account Deletion or Inactivation

Account Deletion

We reserve the right to terminate the cooperation unilaterally at any time and delete your Account or suspend your access to the Services if you violate these Terms and/or terms of the Public Agreement and/or law requirements.

Account Inactivation

We reserve the right to block your Account at any moment provided that such Account has not been logged into for six (6) months (the “**Inactive Account**”). We reserve the right to delete the Inactive Account.

5. Intellectual Property

5.1. IP Rights to the Site

All content, source and object code, design elements, graphics, combinations, translation, digital conversion and other materials related to the Site are duly protected under applicable copyright, trademark and property laws (including but not limited to intellectual property rights). Copying, redistributing, or publishing of any part of the Site, unless expressly provided by the Terms, are strictly prohibited.

5.2. IP Rights to Courses and Webinars

All content (including the Course program, lessons, teaching methods, studying materials (including all the texts, videos, multimedia content etc.), tests, webinars content etc.), design elements, graphics, combinations, translation and other materials related to the Course and any of its modules, as well as a Webinar content are protected under applicable copyright, trademark and property laws (including but not limited to intellectual property rights) and are owned by us or the Course Creator. Copying, redistributing, or publishing of any part of any Course or Webinar are strictly prohibited.

Use of our Services does not grant you any intellectual property rights to content, documents or other materials that can be accessed during the Course, any of its modules, as well as during the Webinar. Posting information or materials on the Site and/or the Platform does not constitute a waiver of any rights to such information or materials.

6. Your use of our Site and Services

6.1. Lawful Use

You agree to use the Site and/or Services in compliance with these Terms and applicable local, national, international laws, and regulations. You warrant that your use of the Site and/or Services does not infringe any third party intellectual, privacy or other rights.

You are responsible for all of your activity on the Site and in connection with the Services. We are not and shall not be held responsible for your use of the Site and/or Services in a way that violates the law. Any fraudulent, abusive, or otherwise illegal activity may be grounds for closure of your Account or suspending your access to the Services.

6.2. Prohibited Use

By using the Site and/or Services, you agree not to (nor attempt to):

- engage in any activities related to the Site and/or Services that violate any applicable law, statute, regulation, bylaw, internal company policy or breach these Terms or any other agreement or policy you have with us;
- use any device, software, algorithm, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with our Site, or to surreptitiously intercept or expropriate any data from the Site, or breach any security or authentication measures;
- take any action that causes an unreasonable or disproportionately high load on the technical infrastructure of the Site, including but not limited to denial of service attacks, “spam” or any other such unsolicited overload technique;
- collect data from the Site either by authorised and not authorised ways through automated means (bots, spiders, scrapers or equivalent means), or by establishing fake user accounts or by anonymous proxy servers or equivalent measures, or by circumventing any technical measures to prevent forbidden activity on the Site;
- make unauthorised use of the Site, including, in particular, unauthorised access to our systems or any other illegal use of any information contained on the Site;

- use the Site and/or Services in a manner that: violates the intellectual property rights, rights to privacy, or any other rights of anyone else; is unlawful, defamatory, libelous, harassing, harmful, fraudulent, deceptive; distributes malware; violates the security of any computer network, or cracks any passwords or security encryption codes.

The unauthorised or illegal use of the Site and/or Services or any other breach of the Terms will be investigated and appropriate legal action, including, in particular, civil, criminal or other legal proceedings, may be applied to you.

7. Warranty Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SITE AND SERVICES ARE PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS. WE AND THE COURSE CREATORS MAKE NO COMMITMENTS OR WARRANTIES ABOUT:

- THE CONTENT, COMPLETENESS, RELIABILITY, OR AVAILABILITY OF THE SERVICES;
- CORRESPONDENCE OF THE SERVICES TO YOUR EXPECTATIONS INCLUDING BUT NOT LIMITED TO EXPECTATIONS REGARDING THE IMPACT OF THE SERVICES ON YOUR PROFESSIONALISM, EDUCATIONAL LEVEL, ETC.;
- WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT REPRESENT OR GUARANTEE THAT THE SITE AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE AND DISCLAIM ANY LIABILITY RELATING THERETO.
- WE SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WITH THE SITE, INCLUDING, BUT NOT LIMITED TO, SYSTEM ERRORS AND OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTING, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND THE COURSE CREATORS ARE NOT LIABLE WHATSOEVER FOR YOUR USE OF THE SITE AND THE SERVICES. YOU UNDERSTAND AND AGREE THAT WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER LOSS OR DAMAGES, AS WELL AS LOSS OF PROFITS, LOSS OF BUSINESS, LITIGATION COSTS, OR ANY OTHER LOSSES ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SITE AND THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE KNOW OR HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WE ARE NOT LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS.

NO INFORMATION YOU OBTAIN FROM US OR THROUGH OUR SITE SHALL CREATE ANY WARRANTY, REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS. WE HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY REASON BEYOND OUR REASONABLE CONTROL.

9. Applicable Law and Disputes Resolution

9.1. Applicable Law

We operate and control the Site from our office in Ukraine. All matters relating to the Site and the Services and these Terms, as well as any dispute or claim relating to us, shall be governed by all

applicable laws of Ukraine, without regard to its conflict of law provisions. Please be aware that when the dispute arises between you and the relevant Course Creator, its Public Agreement conditions as to applicable law apply.

9.2. Disputes between Customers

You are solely responsible for your interactions with other Customers of the Site and Services. We shall not be responsible for any disputes that arise between Customers.

9.3. Disputes with Us

If a dispute arises between you and us, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute, we encourage you first to contact us at info@shbpacademy.com to try resolving your problem directly with us.

9.4. Mandatory Litigation

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF USE.

Except as explicitly provided in these Terms, any dispute or claim relating in any way to your access to the Platform (within your use of the Services) and/or our Site, or otherwise arising out of or relating to these Terms or the Services that cannot be resolved directly between you and SHBP, shall be resolved by the respective court of Ukraine. Please be aware that when the dispute arises between you and the relevant Course Creator, its Public Agreement conditions as to dispute resolution apply.

9.5. Restrictions

You and SHBP agree that any litigation shall be limited to the dispute between SHBP and you individually. To the fullest extent permitted by law, (i) no litigation shall be joined with any other; (ii) there is no right or authority for any dispute to be resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

9.6. Exceptions to Informal Negotiations and Mandatory Litigation

You and we agree that the following disputes are not subject to the above provisions concerning informal negotiations and mandatory litigation (i) any disputes seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; and (ii) any claim for injunctive relief.

10. Term and Termination

These Terms will remain in full force and effect as long as you continue to access or use our Site and Services. We reserve the right to suspend, limit or terminate all or a portion of your access to our Services or close your Account at any time without prior notice, if we determine that you violate or fail to comply with these Terms or applicable law. All provisions of these Terms, which, by their nature, should survive termination, shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

11. Indemnification

You use our Site and Services at your own risk and for your sole responsibility. You agree to indemnify, defend and hold us and our subsidiaries, affiliates, assignees, officers, directors, shareholders, agents and employees harmless from any claim, demand, liability, losses or expenses, including reasonable attorneys' fees, related to your use of the Site and Services, or any violation of these Terms or applicable law.

12. Personal Data

12.1. Your Personal Data

We collect some personal data to provide you with the best user experience and make our Site and Services available to you. Our Privacy Policy is located here and regulates collecting and processing of your personal data regarding the use of our Site and Services.

12.2. Cookies

Cookies are small pieces of data stored on your computer by your web-browser. We use cookies so you can get better user experience. You may find out more in our Cookie Policy.

13.Contact Us

If you have any questions or unresolved issues relating to these Terms, please do not hesitate to contact us:

Email address: info@shbpacademy.com.

Phone number: +38(098) 455 60 95.