



General Terms and Conditions of "Software University" Ltd.

These Terms and Conditions are effective as of April 27, 2023. These General Terms and Conditions govern the relationship between you, the visitors and users of the services, on the one hand, and "Software University" Ltd. (hereinafter "**SoftUni**") – trader offering the services, on the other hand.

SoftUni offers services related to various educational projects, providing students with programming training combined with real-world experience and expertise in the most in-demand and advanced technologies.

Registration on the website and access to our services require your agreement to these General Terms and Conditions. We ask Users to carefully read the content of these General Terms and Conditions before registering and using the services offered by the Company.

By actively ticking the checkbox for agreement with these General Terms and Conditions in the designated place, it should be considered as an ordinary electronic signature within the meaning of Art. 13, para. 1 of the Electronic Document and Electronic Certification Services Act (EDECSEA) and Art. 3, point 10 of Regulation (EU) No. 910/2014. By ticking the checkbox, the parties explicitly agree that the legal effect of the checkbox is equivalent to that of a handwritten signature.

Any changes to the General Terms and Conditions will be properly reflected on the website, by changing the update date at the top of the document, and users should be notified at their designated email addresses. If you do not agree with any part of our General Terms and Conditions, please do not register on our website and do not use our services. If you continue to use the website, we will consider these actions as your acceptance and agreement with our General Terms and Conditions. If you do not agree with certain changes to the General Terms and Conditions or have questions related to them, please contact our team using one of the following methods:

- In writing, by sending a letter to the address of the management and exercise of the activities of the Company, namely Sofia, P.O. Box 1799, Mladost district, "Mladost 4" residential area, Alexander Malinov Blvd. № 78;

- By filling out the corresponding contact form on the website:

<https://softuni.org/contacts/>

- By email, by sending a message to the following email address:

info@softuni.org

- Or by phone:

+359899 55 55 92 For more information regarding user rights when changing the General Terms and Conditions, please carefully read Article VI of the current General Terms and Conditions - "Changes to the Conditions".

I. Definitions

"**Merchant(s)**", "**Company**" or "**we**" refer to the legal entity "Software University" Ltd., EIC 200776618, with registered office and address for management in Sofia (capital city), Sofia Municipality, Sofia 1799, Mladost Region, Mladost 4 Housing Complex, Alexander Malinov Blvd. No. 78, administrator of the website, which provide educational courses as part of its commercial or professional activity.

"**Project**", "**Course**" of the Company refers to all technical online course offerings provided by SoftUni in a partnership with Shelly Europe Ltd („**Shelly**“) on the Company's website;

"**User(s)**," "**Student(s)**," or "**you**" refer to any natural person, 18+ years old who has successfully registered for participation in the Course using the educational platform of the Course teaching organization before the start date and by using voucher for the Course from Organizer's website.;

II. Registration and Enrollment in Courses

Before Users become bound by the clauses of these Terms and Conditions, the Company provides access to these Terms and Conditions, available to Users both on the website and during their registration on the website. The Company offers its Students training services in the fields of software engineering.

To this end, a User profile must be created, registered on the website of the Company. A registration form must be filled out, which includes:

- your full name, username, email address, and password;
- declaration of confirmation of familiarity and agreement with the content of these Terms and Conditions and the Privacy Policy of personal data (Privacy Policy) by checking the respective boxes.

The above data is mandatory for the purposes of registration and for creating a Student profile in order to access the services of the Company. The Company sends an email message confirming the enrollment of the Student, which email is sent to the email address provided by the Student.

When registering on the website and before enrolling in the course, the Company does not collect data on the user's age. For this reason, these General Terms and Conditions apply to the activities of the Company related to offering training in the aforementioned field.

III. Purchase and Payment

The registration for the Course requires purchasing of a voucher (the Voucher). A Voucher can only be purchased from Shelly. It is not possible to purchase such a voucher from SoftUni.

The Voucher is an electronic document containing a unique code that upon registration of the code in accordance with these Terms and Conditions shall be exchanged for the services offered by the Company – online Courses.

When purchasing the Voucher for a Course, the code is send together with the confirmation e- mail of the purchase.

Each Participant acknowledges that he/she cannot attend the Course if he/she does not have a valid registration.

The Voucher is valid only for a single Course offering and must be used before the start date of the Course. The Voucher is intended for acquiring a specific service – the specified Course indicated on the Voucher and cannot be used for purchasing any other courses from the portfolio of SoftUni.

The Voucher is not personalized and therefore transferable.

The Voucher can be used only once and only for the specific service for which it was issued.

The unique code provided in the Voucher could be used only once for registering only one Participant in the chosen Course.

IV. Intellectual Property Rights

During the training at SoftUni the User will have access to various materials, including written texts, audio and video content, graphic images, photographs, diagrams, drawings, sketches, source codes, trademarks, and other similar materials. These materials represent protected objects of intellectual property according to Bulgarian legislation. For this reason, the User may use the provided materials solely for non-commercial and personal purposes, specifically for their training at SoftUni. In connection with the protection of the above-mentioned objects of intellectual property, the User is not entitled to show, advertise, reproduce, use, store, translate, modify, publicly present, and/or copy, in whole or in part, the provided materials, in their own name or in the name of others, without the prior written consent of the Company.

The website <https://shelly.academy/> belongs to and is administered by the Company. The above-mentioned rules also apply to the database of the website, which is subject to

protection according to Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases.

V. Right of Withdrawal

The Student has the right to withdraw from the training course without giving a reason, without owing compensation or penalty, and without paying any expenses, within a 14-day period from the purchase of the Voucher and only if not registered in the platform of SoftUni.

If You have bought a participation in the Course but in 14 (fourteen) days as of the purchase You decide to exercise your right of withdraw from the purchase made and You have not registered for participation in the Course in the platform of SoftUni, You can do it by: (i) the e-tool for right of withdraw available at <https://www.shelly.cloud/>; or (ii) sending a withdrawal statement to e-mail orders@shelly.cloud; or (iii) sending an original, hard copy of a filled Withdrawal form prior to the expiry of the stated time limits at the following address: 1407 Sofia, 103 Cherni Vrah Blvd., Bulgaria.

To meet the withdraw deadline, it is sufficient for You: (i) to express Your decision for withdraw in writing before the 14 days period, specified above to get expire, (ii) You or third party not to have registered for participation in the Course in the platform of SoftUni.

Please note that by exercising the right of withdraw, the code available with the purchased Voucher will be deactivated immediately and You will not be able to register for participation in the Course.

For more information, please see Shelly Europe Ltd's Terms and Conditions.

VI. Changes to the terms

The Company has the right to change or replace these General Terms and Conditions.

In case of changes to these General Terms and Conditions, the Company will notify all Students within a 7-day period from the occurrence of this event, and the notifications should be sent to the email addresses provided by the Students.

The changed General Terms and Conditions come into force and bind the Student when the Student has been notified of the change to the email address provided by them.

VII. Exclusion from "Software University" Ltd.

SoftUni reserve its unilateral and immediate right to terminate the training of a Student by excluding them from attending classes and accessing the educational system, if the Student:

- engages in activities unrelated to the educational material during the lecture;

- disrupts the learning process and interferes with the lecturer and other students with their behavior;
- exhibits aggressive or unacceptable behavior before, during, and after the lectures;
- fails to comply with the forum rules and the conditions agreed upon.

If the Student demonstrates the above-mentioned behaviors and situations, and after verbal notice and written notification by email, the Student does not change their behavior, they will be removed from the learning process. Removal from the learning process results in the Student losing access to the educational system and educational halls of the Company.

VIII. User complaints and reports

As users under the Consumer Protection Act and in case of violation of their rights, the Students have the right to submit complaints, reports, and suggestions to the Consumer Protection Commission in writing on paper or electronically.

IX. Correspondence

All notices and other communications regarding the training of the Students and/or the relations between the parties must be in writing and delivered by registered mail or mail with return receipt, express mail, or other express or courier deliveries, electronically to the addresses provided by the parties.

X. XII. Final Provisions

All disputes between the Company and the Students shall be resolved through negotiations and in a friendly manner between the parties. In the event that the Parties do not reach a mutually acceptable agreement, all disputes arising from these General Terms and Conditions, the terms of training, including disputes arising from or relating to interpretation, invalidity, performance, or termination, as well as disputes related to filling in gaps or adapting to newly arisen circumstances, shall be resolved by the General Conciliation Commission to the Consumer Protection Commission.

These Terms are governed by and construed in accordance with the applicable laws of the Republic of Bulgaria (with the exception of its conflict of law provisions).

For the exclusion of any disputes, the parties agree that electronic correspondence exchanged between them will be recognized as official written evidence.

The invalidity of individual clauses of these General Terms and Conditions does not lead to the invalidity of the entire General Terms and Conditions.

If any of the clauses of these General Terms and Conditions are treated as an unequal clause, it is not binding on the consumer, but these General Terms and Conditions continue to apply to the parties on the remaining terms when they can be fulfilled without the unequal clauses.

The Company offers services to its Students that in no way promise a specific result from the training process.

If you have any questions or comments regarding these General Terms and Conditions or the services provided by the Company, do not hesitate to contact us!