



EDU EFFECTIVE

TERMS AND CONDITIONS

between

EDU Effective Business School, LLC

with its registered office at: 500 Ala Moana Blvd., Honolulu, Hawaii, HI 96813, US

File number: 172107 C5, contact: skillup@edueffective.com

(hereinafter referred to as "EDU Effective" or "EDU Effective US")

EDU Effective, z.s., acting on behalf of EDU Effective Business School, LLC

with its registered office at: Antala Staska 1859/34, Prague 4, 140 00, Czech Republic,
European Union

Company ID No. (ICO): 22691367, contact: skillup@edueffective.online

(hereinafter referred to as "EDU Effective" or "EDU Effective EU")

AND

Student of EDU Effective Business School

(hereinafter referred to as the "Student")



1. General Preamble

1. The primary objective of EDU Effective US and EDU Effective EU is to help and deliver efficiency, success, innovation, experience, knowledge, and information from online resources to students worldwide at an affordable price. We serve those for whom education and lifelong development matter.
2. EDU Effective US and EDU Effective EU have developed joint courses connecting American and European professional education. Successful graduates receive joint professional certificates.

2. Preamble and Accreditation of EDU Effective US - United States of America

1. EDU Effective US is a professional, non-academic educational institution operating in accordance with the laws of the State of Hawaii and applicable U.S. law. Unless expressly stated in writing for a specific offering, EDU Effective US courses are professional education offerings and do not constitute state-recognized academic degree programs or regulated professional licensure programs.
2. EDU Effective US is accredited by ASIC (Accreditation Service for International Schools, Colleges and Universities) within the scope stated by ASIC (<https://www.asic.org.uk/>). Private accreditation is separate from governmental academic degree authorization, professional licensing, or recognition by public authorities.
3. Successful graduates of EDU Effective US courses receive a professional certificate, a transcript of results, and a certificate of achieved competencies, depending on the course studied (the current course offering is published at <https://www.edueffective.com> or <https://www.edueffective.online>). Recognition, acceptance, or legal effect of any EDU Effective credential depends solely on the receiving employer, institution, authority, jurisdiction, or professional body.

3. Preamble and Accreditation of EDU Effective EU - Czech Republic, EU

1. EDU Effective EU is a professional nonprofit educational institution operating in accordance with the laws of the Czech Republic and the European Union.



2. EDU Effective EU is accredited by ASIC (Accreditation Service for International Schools, Colleges and Universities) within the scope stated by ASIC (<https://www.asic.org.uk/>). Private accreditation is separate from governmental academic degree authorization, professional licensing, or recognition by public authorities.
3. Successful graduates of a course receive a professional certificate, a transcript of results, and a certificate of achieved competencies, depending on the course studied (the current course offering is published at <https://www.edueffective.com> or <https://www.edueffective.online>). These documents and any related professional designation constitute professional, non-academic credentials; they are not state-recognized academic degrees, university degrees, or regulated professional licenses.
4. Please note that only academic education, not the professional education offered by EDU Effective, may be subject to nostrification or formal academic recognition. Our courses therefore cannot be nostrified as equivalent to academic study.
5. In the Czech Republic and the EU, the professional designation referred to above is intended as a lawful private professional designation, not as an academic title awarded under public higher-education law. EDU Effective is intended for Students who study for personal development, knowledge enhancement, labor-market value, and participation in a global networking community.
6. EDU Effective Recommendation: If the Student needs an academic degree, state-recognized qualification, regulated professional license, immigration credential, credit-transfer eligibility, or nostrification in a specific jurisdiction, EDU Effective cannot guarantee such recognition. The Student should consult the competent ministry, professional body, employer, institution, or local authority before enrolling.
7. EDU Effective does not guarantee that any certificate, transcript, competency certificate, professional designation, or course outcome will be accepted for employment, salary classification, immigration, licensing, academic admission, public-sector qualification, or any other third-party purpose.



4. Tuition and Payments

4.1 Tuition - Courses

1. EDU Effective tuition for courses is divided into tuition plans designated as Sponsor, Advanced, and Premium. By selecting a tuition plan, the Student agrees to the applicable terms and offering available at the following link:
<https://www.edueffective.com/pricing> or
<https://www.edueffective.online/about-us/tuition-scholarships>.
2. The selected tuition plan/package determines the scope of services and benefits throughout the entire course.
3. The Student expressly acknowledges awareness of the amount of tuition and agrees that the tuition schedule available through the link above becomes an appendix to these Terms and Conditions at the time of the Student's enrollment.
4. If tuition is paid in monthly installments, the installments are due each month until the tuition is paid in full. The installment amounts and due dates are stated in the price list.
5. If the Student selects monthly tuition payments, EDU Effective offers the option to set up automatic payments from the Student's payment card. By checking the applicable box in the payment form, the Student authorizes EDU Effective to charge tuition to the card on a recurring basis. The Student may revoke this authorization at any time.
6. Revocation of a recurring card authorization does not cancel any outstanding payment obligation already incurred under these Terms, unless the Agreement is validly withdrawn from or terminated under these Terms or mandatory applicable law.

4.2 Tuition - Flexible Credentials

1. The Student undertakes to pay tuition for Flexible Credentials according to the information provided at: <https://www.edueffective.online/landing-page-courses/>.
2. The Student expressly acknowledges awareness of the amount of tuition and agrees that the tuition schedule becomes an appendix to these Terms and Conditions at the time of the Student's enrollment in the Flexible Credential.



4.3 Payment Methods and Bank Details

The agreed tuition and fees must be paid (based on an invoice) on or before the due date by online payment or by bank transfer to the EDU Effective account (through Global Education - the payment provider for EDU Effective).

For payments in U.S. dollars (USD):

Account name: Global Education s.r.o. (payment provider for EDU Effective), Antala Staska 1859/34, Prague 4, 140 00, Czech Republic, European Union

Account number: 2101751371 | Bank code: 2010

IBAN: CZ2720100000002101751371 | BIC/SWIFT: FIOBCZPPXXX

Bank: Fio Banka, a.s., V Celnici 1028/10, 117 21 Prague 1, Czech Republic, European Union

For payments in euros (EUR):

Account name: Global Education s.r.o. (payment provider for EDU Effective), Antala Staska 1859/34, Prague 4, 140 00, Czech Republic, European Union

Account number: 2501751370 | Bank code: 2010

IBAN: CZ3620100000002501751370 | BIC/SWIFT: FIOBCZPPXXX

Bank: Fio Banka, a.s., V Celnici 1028/10, 117 21 Prague 1, Czech Republic, European Union

For payments in Czech crowns (CZK):

Account name: Global Education s.r.o. (payment provider for EDU Effective), Antala Staska 1859/34, Prague 4, 140 00, Czech Republic, European Union

Account number: 2701751367 | Bank code: 2010

IBAN: CZ1120100000002701751367 | BIC/SWIFT: FIOBCZPPXXX

Bank: Fio Banka, a.s., V Celnici 1028/10, 117 21 Prague 1, Czech Republic, European Union

PLEASE USE THE INVOICE NUMBER AS THE VARIABLE PAYMENT SYMBOL.



All bank charges for transactions and currency conversions are borne in full by the Student.

4.4 Additional Fees

All additional fees (if applicable and selected by the Student - they are not a condition for proper completion of studies) are charged according to the current price list on the EDU Effective website at <https://www.edueffective.com> or <https://www.edueffective.online/>.

4.5 Mandatory Consumer Rights

Nothing in these Terms limits or excludes any mandatory consumer rights that cannot be waived under the law applicable to the Student, including mandatory protections under Czech law, EU consumer law, and applicable U.S. federal or state law. In the event of a conflict between these Terms and non-waivable mandatory consumer protection rules, the mandatory rules prevail.

4.6 Procedure for Addressing Non-Payment of Tuition and Deactivation of Access to the Student System (LMS)

If tuition or any applicable fee is not paid by the agreed due date, EDU Effective is entitled to charge default interest of 0.03 % for each calendar day and to restrict or fully revoke the Student's access to the learning management system (hereinafter the "LMS") and/or other components of the course/Flexible Credential until the outstanding amount is settled. For Students who are consumers, default interest will not exceed the statutory default interest rate determined under mandatory applicable law.

Reminder and deactivation process:

- **Day 3 after due date:** Automated payment reminder generated by the invoicing system used by EDU Effective.
- **Days 3-7:** Follow-up telephone contact by the Student Support team.
- **Days 7-14:** Additional email reminders from the Student Support team.
- **Day 14 (if payment has not been received):** Deactivation of the Student's account in the LMS student system.
- **One month of non-payment:** The Student is moved to "Terminated" status. This includes full deactivation of student accounts in all affected systems related to service delivery and Student records.



EDU Effective is entitled to terminate the Student's studies if the Student fails to make agreed payments or materially breaches these Terms and Conditions. Any such termination will be communicated in writing by email. The Student is not entitled to any tuition refund (including a partial refund) if the studies are terminated due to the Student's payment default or a material breach of the Terms and Conditions.

5. Course Terms

5.1 Standard Period of Study

The standard period of study is determined by the Tuition plan:

- **Sponsor Plan:** 12 months
- **Advanced Plan:** 12 months + 2 months of free extension
- **Premium Plan:** 12 months + 4 months of free extension

The standard period of study is calculated from the date on which the Student receives login credentials for the student account in the Learning Management System (hereinafter the "LMS") or the course is activated in the Student's active account, of which the Student is notified by email. The completion date depends on the Student's timely fulfillment of all course requirements, which is the Student's sole responsibility. By accepting these Terms and Conditions, the Student confirms that he or she has been informed of the course requirements, format, and syllabus.

5.2 Obligations of EDU Effective

EDU Effective undertakes to:

- Provide the Student with education in an EDU Effective professional course in accordance with the course content and syllabus.
- Allow the Student to begin the course no later than 5 business days after the first tuition payment has been credited to the EDU Effective bank account.
- Make the student account available in the student system (LMS).
- Make tests and their evaluation available.
- Award an EDU Effective professional certificate upon successful completion of the course, fulfillment of all mandatory academic and administrative requirements, and payment of the full tuition and any applicable fees.



EDU Effective does not cover the Student's costs for telecommunications and internet connection, any travel and transportation, literature beyond the study content, or any other costs not expressly stated in these Terms and Conditions.

5.3 Obligations of the Student

1. The Student undertakes to complete the course in accordance with these Terms and Conditions and all course requirements.
2. The Student hereby represents that he or she meets the admission criteria for the course. The admission criteria are published on the EDU Effective website at <https://www.edueffective.com> or <https://www.edueffective.online>. If it is determined that the Student was admitted based on false information, this will be deemed a material breach of these Terms and Conditions. In the event of a breach of these conditions, the Student is not entitled to successfully complete the course or receive a certificate. If the admission criteria are not met, the Student is not entitled to a tuition refund unless the Student exercises the 14-day money-back guarantee from activation of studies.
3. The Student represents that the Student is at least eighteen (18) years old or has obtained legally valid consent from a parent or legal guardian where required. EDU Effective courses and Flexible Credentials are not directed to children under 13 years of age.
4. The Student agrees to notify EDU Effective promptly of all changes, especially changes to contact details (in particular the email address), throughout the entire period of study.
5. EDU Effective may take or process photographs, video recordings, audio recordings, screenshots, identity-verification data, and proctoring data only where necessary for course delivery, academic integrity, security, event administration, or as otherwise described in the Privacy Policy and permitted by applicable law. When a session, event, or assessment is recorded, the Student will be informed through the relevant platform, invitation, or event notice.
6. Any use of the Student's name, likeness, photograph, audio, video, testimonial, study outcome, or similar content for marketing, advertising, promotional, or public-relations purposes requires the Student's separate, voluntary, informed, and revocable consent. Refusal or withdrawal of such consent does not affect access to the course or Flexible Credential or any contractual rights. Nothing in these Terms waives claims or rights that cannot be waived under applicable law.



7. The Student acknowledges that all communication, study materials, written assignments, and similar materials are provided in English or in another language agreed upon between the Student and EDU Effective.
8. The Student is responsible for paying the full amount of tuition and fees charged by EDU Effective.
9. The Student acknowledges that tuition is paid for the opportunity to study in the selected course in which the Student is enrolled and is not conditioned on the Student's satisfactory progress, personal satisfaction, or employment or other placement after completion of studies; this does not limit mandatory statutory rights relating to defective performance or nonconforming digital content or services.

5.4 Charitable Contribution

EDU Effective donates EUR 25 to charity for each Student enrolled in a course who successfully completes the studies, according to the Student's choice. If the Student does not select a charity within 1 month after completion of studies, the charitable contribution will be allocated by EDU Effective from the list published on the EDU Effective website at <https://www.edueffective.com> or <https://www.edueffective.online>.

5.5 Alumni Benefit (Alumni+)

Selected tuition plans include an alumni benefit (Alumni+, the International Career Advancement Network networking group) after completion of studies (6 months for the Advanced Plan, 12 months for the Premium Plan). This alumni benefit is separate from the standard period of study and does not extend the Student's active study license in the LMS.

5.6 Free Flexible Credential

1. As part of selected tuition plans, EDU Effective offers the Student free Flexible Credentials (hereinafter referred to as "Flexible Credentials"). The terms and scope of the Flexible Credentials are stated in the current price list at <https://www.edueffective.online/>.
2. To redeem a free Flexible Credential, the Student will receive the current credential offering in the registration form after the start of studies. After selecting the Flexible Credential(s) and submitting the form, the selected credentials will be assigned in the LMS student account. For correct matching, the Student must enter the same email address as the one used in the application.



3. Free Flexible Credentials are available only during the period of study of the course to which the benefit was assigned. After completion of the course, access to any incomplete free Flexible Credentials will be removed unless otherwise agreed.
4. Purchased Flexible Credentials are not subject to this limitation and remain accessible according to the purchase terms.

5.7 Verification of Course Certificate Authenticity

The authenticity of a certificate issued upon successful completion of all course obligations may be verified through the EDU Effective online verification system:

<https://www.edueffective.online/issued-diploma-verification/>

Apostille and superlegalization services are available for an administrative fee according to the current price list published on the EDU Effective website:

<https://www.edueffective.online/>.

5.8 Binding Effect and Expiration

1. These Terms and Conditions are binding on the Student for the period determined by the tuition plan. If the Student uses a study break and/or extension, the binding period is extended accordingly.
2. The binding period expires upon completion of the course and delivery of the certificate, cancellation by EDU Effective or the Student, or expiration of the applicable time period, unless the parties agree otherwise.
3. These Terms and Conditions govern the relationship between the Student and EDU Effective in all matters relating to the Student's enrollment in the course.

6. Flexible Credential Terms

6.1 Standard Period of Study

The expected completion date of a Flexible Credential is 3 months from the date on which the Student receives login credentials for the student account in the LMS or the applicable Flexible Credential is activated, of which the Student is notified by email. The completion date depends on the Student's timely fulfillment of all Flexible Credential requirements.



6.2 Obligations of EDU Effective

EDU Effective undertakes to:

- Provide the Student with education in accordance with the content and syllabus of the Flexible Credential.
- Allow the Student to begin the Flexible Credential no later than 5 business days after the first tuition payment has been credited.
- Make the student account available in the student system (LMS).
- Make tests and their evaluation available.
- Award a professional certificate upon successful completion and payment in full.

EDU Effective does not cover the Student's costs for telecommunications and internet connection, any travel and transportation, literature beyond the content provided, or any other expenses not expressly stated in these Terms and Conditions.

6.3 Obligations of the Student

All obligations set forth in Article 5.3 (Obligations of the Student for Courses) apply equally to Students of Flexible Credentials, provided that the binding period is 3 months and all references to "course" shall be understood as references to "Flexible Credential."

6.4 Binding Effect and Expiration

These Terms and Conditions expire upon completion of the Flexible Credential and delivery of the certificate, withdrawal by EDU Effective or the Student, or the lapse of 3 months from the effective date, unless the contracting parties agree otherwise.

7. Period of Study, Extensions, and Study Breaks

7.1 Standard and Maximum Period of Study

The standard active license period for all Students is 12 months from receipt of the LMS login credentials. Free extensions vary by tuition plan:

- **Sponsor:** 12 standard months + 0 free months = 12 months in total
- **Advanced:** 12 standard months + 2 free months = 14 months in total



- **Premium:** 12 standard months + 4 free months = 16 months in total

The maximum study extension period subject to an administrative fee (excluding the free extension months) is 12 months for courses.

For Flexible Credentials: The standard period of study is 3 months. Any extension beyond 3 months is subject to a monthly fee. The maximum extension period is 12 months.

7.2 Extension of Courses and Flexible Credentials

1. The Student has the right to request an extension of studies for courses or Flexible Credentials from EDU Effective. An extension is not activated automatically; the Student must submit a request and confirm interest. EDU Effective will inform the Student in a timely manner of the extension options and terms.
2. If the Student does not complete studies in courses or Flexible Credentials within the declared period determined by the tuition plan, the Student has the right to extend the studies for the monthly fee stated in the price list on the EDU Effective website at <https://www.edueffective.com> or <https://www.edueffective.online/>.
3. The maximum paid extension period is 12 months. An extension beyond the free period included in the tuition plan is not a standard entitlement and is subject to a monthly fee according to the price list and approval by EDU Effective.
4. Exceeding the standard period of study without paying the extension fee is deemed a material breach of the Terms and Conditions. If the invoice for the extension is 14 or more days past due, EDU Effective has the right to revoke the Student's access to the student system (LMS) and terminate the Student's studies. In such a case, the Student is not entitled to a refund of tuition or any part thereof.
5. If studies are terminated due to exceeding the standard period of study and failure to pay the extension fee, EDU Effective does not guarantee the possibility of restoring the Student's account, even if the outstanding fees are subsequently paid.



7.3 Study Breaks for Courses and Flexible Credentials; Activation by the Student

1. A study break is the official suspension of the Student's study progress, during which the Student loses access to all educational materials, resources, and platforms provided by EDU Effective and its partners. The study break period is excluded from the total study duration, meaning that it does not count toward the standard or maximum period of study. The maximum aggregate length of all study breaks may not exceed 12 months.
2. The study break fee is stated in the full fee schedule at <https://www.edueffective.com> or <https://www.edueffective.online> or in the form at: <https://www.edueffective.online/study-break/>.
3. Students must request a study break through the web form. A study break cannot be applied retroactively. If the Student enters a start date in the past, the study break will begin on the date payment is received.
4. The Student may purchase study breaks multiple times for shorter periods. Each study break is limited to a specific agreed time period, and an additional study break may be purchased only after the previous one has ended. The aggregate length of all study breaks may not exceed 12 months.
5. A study break may be ended before the scheduled date free of charge by contacting EDU Effective at studentsupport@edueffective.com. If a study break ends early, there is no entitlement to a fee refund, and reinstatement of the study break requires payment of a new fee.
6. Once the study break has been paid for and activated, no refund or credit is available, even if the study break is not fully used.

7.4 Cancellation of Course Enrollment with Reinstatement Option

1. This section applies to situations in which the Student stops paying tuition for a course and stops communicating with EDU Effective without formally requesting a study break. The maximum period during which course studies may be reinstated is 12 months from official cancellation by EDU Effective. The Student must contact EDU Effective at studentsupport@edueffective.com.
2. Reinstatement options, terms, and timeline:
 - A. **The Student requests reinstatement of course studies within 6 months of cancellation:** The Student is required to pay a one-time reinstatement fee of EUR 105. The Student's academic results and progress remain preserved.



- B. **The Student requests reinstatement of course studies between 6 and 12 months after cancellation:** The Student is required to pay a one-time reinstatement fee of EUR 235. The Student's academic results and progress remain preserved.
- C. **The Student requests reinstatement of course studies after 12 months have elapsed from cancellation:** The Student must reapply for studies and make a new tuition payment, and all previous academic progress in the student system (LMS) will be reset.

8. Access to the Student System (LMS) After Completion of a Course or Flexible Credential

1. The minimum period of the Student's access to the student account in the LMS is 12 months for a Course and 3 months for a Flexible Credential, unless studies are terminated by EDU Effective or the Student. LMS access is extended in the event of an extended period of study and fulfillment of the extension terms for the course or Flexible Credential.
2. As an additional paid service, EDU Effective offers former Students the option to temporarily retain LMS access after the study period has ended. This service is intended to give Students time to download their academic results, certificates, or other personal materials from the system. This service is available only to Students who have successfully completed their studies.
3. The monthly fee for access to the student system (LMS) after completion of studies is stated in the current price list at <https://www.edueffective.com> or <https://www.edueffective.online/>.
4. This service does not entitle the former Student to continue studying, submit assignments, take tests, or access new educational content. It is limited to viewing and downloading previously completed work and results. The service also does not include tutor support, reevaluation, grading, or issuance of certificates.
5. **Service availability:** The service is available only if the Student's account has not been permanently deleted or archived beyond recovery.
6. **Activation:** Access will be activated no later than 5 business days after receipt of payment.
7. **Nonrefundable fee:** Once the service is activated, the fee is nonrefundable, except where mandatory applicable law provides otherwise.



9. Withdrawal from the Agreement and Refunds

9.1 Right of Withdrawal (14-Day Money-Back Guarantee)

1. Statutory right of withdrawal and 14-day guarantee: Where the Student is a consumer, the Student has the statutory right to withdraw from the Agreement without giving any reason within fourteen (14) calendar days from the date the Agreement is concluded, unless an exception under applicable law applies. EDU Effective also applies the 14-day money-back guarantee described in this Article, subject to the immediate-access rules for digital content and digital services below.
2. The Agreement is concluded when the Student pays tuition or the first tuition installment and EDU Effective confirms or activates enrollment. For EU/CZ consumers, if the Student requests immediate access to the LMS, course materials, tests, recordings, or other digital content before expiry of the 14-day withdrawal period, EDU Effective must obtain the Student's separate express request or consent and the Student's acknowledgment that the statutory right of withdrawal may be lost once the digital content is made available or performance has begun, to the extent permitted by applicable law.
3. Absent such separate express request or consent and acknowledgment, the statutory withdrawal right is not lost merely because the Student received standard contract information or passively accepted these Terms. The right of withdrawal is governed by Directive 2011/83/EU, as amended, applicable Czech law including Act No. 89/2012 Coll., the Civil Code, and any mandatory law of the Student's habitual residence.

9.2 Withdrawal Procedure

1. **Withdrawal method:** The Student may withdraw from the Agreement by sending a clear statement of withdrawal in one of the following ways:
 - by email to skillup@edueffective.com
 - through the online withdrawal form or, where required by applicable EU law, the clearly labeled electronic withdrawal function/button available through the EDU Effective online interface: <https://www.edueffective.com/order-cancellation>
2. A model withdrawal form can be found at: <https://www.edueffective.com>.



3. Effectiveness of withdrawal: Withdrawal becomes effective upon delivery of the notice to EDU Effective. EDU Effective will confirm receipt of the notice without undue delay and, where applicable, on a durable medium, no later than within 5 business days.

Where a contract is concluded through an online interface and mandatory law requires an electronic withdrawal function, EDU Effective will make that function clearly available in an easily accessible part of the online interface and will provide confirmation of withdrawal on a durable medium.

9.3 Refund Terms

1. Withdrawal within 14 calendar days of enrollment: Subject to Article 9.1 regarding immediate access to digital content and to mandatory applicable law, the Student will receive a full refund of the amount paid. The refund will be made to the same payment account and by the same payment method from which and by which the payment was received, within 14 calendar days from the effective date of withdrawal.
2. Withdrawal after 14 calendar days from enrollment: Unless mandatory law provides otherwise, the Student is not entitled to a refund of tuition already paid. The Student is not required to pay any further tuition installments after the effective date of withdrawal.
3. **Cancellation by EDU Effective:** If EDU Effective cancels the Student's studies for reasons other than the Student's material breach of the Terms and Conditions, the Student is entitled to a full refund of tuition paid.
4. **Nonparticipation in studies:** Students who do not participate in studies (do not log into the LMS or do not fulfill academic obligations) are not entitled to a tuition refund.
5. **Termination due to breach of terms:** If studies are terminated due to the Student's payment default or material breach of the Terms and Conditions, the Student is not entitled to any refund.

9.4 Product-Specific Refund Rules

1. The basic refund terms are set forth in Article 9 of these Terms and Conditions. Where necessary, individual products or services specify refund terms with reference to the applicable article of the Terms and Conditions.



2. **Vouchers:** A refund is available within 14 calendar days after the voucher is sent to the Purchaser, provided that the voucher has not been redeemed. After redemption, the voucher cannot be refunded. For details, see Article 11.6.
3. **Study break:** After purchase and activation of a study break, no refund is available. For details, see Article 7.3.
4. **Printed document package:** Payments for the printed document package are nonrefundable where the package is custom-made and excluded from the withdrawal/refund period under applicable law. For details, see Article 13.
5. **Tuition plan upgrade:** The upgrade fee is refundable only within 14 calendar days after payment. For details, see Article 10.
6. **LMS account reactivation after studies:** The fee for temporary LMS account reactivation after completion of studies is nonrefundable from the moment the service is activated. For details, see Article 8.
7. **1+1 Courses Promotion:** Under the "1+1 Courses" promotion, no partial refund is available. Any refund decision must apply to both courses at the same time. For details, see Article 12.

9.5 Additional Provisions

1. EDU Effective does not guarantee that earned credits will be accepted as transfer credits by any other institution. The Student acknowledges that transferability depends exclusively on the receiving institution.
2. EDU Effective does not guarantee Student employment after graduation.
3. Additional information and policies not included in these Terms and Conditions are available in the Student's account in the student system (LMS).

9.6 Complaints, Defective Performance, and Nonconforming Digital Content/Services

1. The Student may submit a complaint concerning defective performance, nonconforming digital content, nonconforming digital services, billing errors, LMS access issues, or other service defects by email to skillup@edueffective.com or studentsupport@edueffective.com. The complaint should identify the Student, the course or Flexible Credential, the defect, relevant dates, and available evidence such as screenshots or invoices.
2. EDU Effective will confirm receipt of the complaint without undue delay. For CZ/EU consumers, EDU Effective will handle the complaint within thirty (30)



calendar days from receipt unless a longer period is agreed with the Student or mandatory applicable law provided otherwise.

3. Where a defect or nonconformity is confirmed, the Student may request the remedy required by applicable law, including correction, restoration of access, re-performance, replacement access, a proportionate discount, or a refund where a remedy is impossible, disproportionate, refused, or not provided within a reasonable time.
4. This complaint procedure does not apply to issues caused solely by the Student's device, internet connection, failure to follow reasonable technical instructions, failure to meet course requirements, or use of the LMS contrary to these Terms; this limitation does not restrict mandatory consumer rights.

10. Tuition Plan Change (Upgrade)

10.1 General Provisions

If, at any time during studies, the Student finds the tuition plan selected at enrollment unsuitable, the Student may change it to another tuition plan at any time during the standard period of study without giving any reason, for the fixed fee stated on the EDU Effective website at <https://www.edueffective.online/> or in the upgrade form at: <https://www.edueffective.online/upgrade-plan/>. After the invoice is paid, the Student's account will be updated no later than within 5 business days.

10.2 Sponsor Plan - Advertisements

The Sponsor tuition plan includes partner advertisements, which make the studies more affordable. Students for whom the advertisements are not suitable may upgrade to an ad-free plan. Advertising blocks are a mandatory and integral part of course studies for Students in the Sponsor package.

Upgrade to the Advanced Plan

By upgrading to the Advanced Plan, the Student receives access to ad-free course studies plus additional benefits specified on the EDU Effective website at <https://www.edueffective.online/>.

Upgrade to the Premium Plan

By upgrading to the Premium Plan, the Student receives access to ad-free course studies plus additional benefits specified on the EDU Effective website at <https://www.edueffective.online/>.



10.3 Sponsor Advanced

Upgrade to the Premium Plan

By upgrading to the Premium Plan, the Student receives access to the course studies plus additional benefits specified on the EDU Effective website at <https://www.edueffective.online/>.

10.4 Downgrade

A downgrade from a newly upgraded tuition plan is also possible. To downgrade, the Student must contact the Student Affairs Department by email at: studentsupport@edueffective.com.

10.5 Refund upon Cancellation of a Tuition Plan Upgrade

The upgrade fee is refundable only within 14 calendar days after payment and otherwise in accordance with Article 9.

11. Voucher Purchase Terms

11.1 Participating Parties

The voucher provider is EDU Effective US. The term "Purchaser" means any natural or legal person who purchases and pays for a voucher. The Purchaser is entitled to transfer the voucher code to another person or entity (the "Participant"). The Provider is not responsible for verifying the identity of the person redeeming the voucher.

11.2 Voucher Validity

The voucher is valid for three (3) months from the date of issue.

11.3 Voucher Issuance Process

To obtain a voucher, the Purchaser must complete the applicable form and make payment. The voucher will be sent no later than 5 business days after the payment has been credited. The current voucher offering is available on the EDU Effective website at <https://www.edueffective.online/>.



11.4 Redemption Process

To redeem a voucher, the Participant must send an email to skillup@edueffective.com including the voucher code. The Student Support team will provide further information and instructions. The voucher amount will be deducted from the invoice for the Participant's selected studies. If the invoice exceeds the voucher value, the Participant will receive a reduced invoice for the remaining amount. Failure to pay the remaining amount results in forfeiture of the voucher.

11.5 Expired Vouchers

If the voucher code is submitted after the expiration date, the voucher is considered invalid and the amount paid is nonrefundable.

11.6 Voucher Refund

The refund period is 14 calendar days from the time the voucher is sent to the Purchaser, provided that the voucher has not been redeemed, unless mandatory applicable law provides otherwise. If the voucher has been redeemed, no refund is available to the extent permitted by applicable law. The voucher cannot be redeemed partially, and any unused balance is nonrefundable. Additional refund terms are set forth in Article 9.

11.7 Specific Voucher Terms

A voucher issued for a specific product or service may be redeemed only for that product or service. The voucher applies to EDU Effective courses and Flexible Credentials according to the current offering at <https://www.edueffective.online/>. If the voucher value exceeds the price of the selected product, the remaining balance is nonrefundable.

12. Terms of the "1+1 Courses" Promotion

1. The organizer of the promotion is EDU Effective US.
2. The "1+1 Courses" promotion (hereinafter referred to as "1+1") allows Students to purchase two courses from the current EDU Effective offering for the price of one. EDU Effective reserves the right to specify the offering for this promotion. The promotion applies to tuition plans designated by EDU Effective and clearly and precisely labeled. Both course studies must be in the same tuition plan. The promotion runs during time periods defined and published by EDU Effective.



3. To use the promotion, the Student must complete the special form published on the EDU Effective website for the applicable time period. No additional discount codes or other discounts may be applied to the "1+1" tuition plan.
4. The special forms for the "1+1" promotion include information about the Students who will use the studies. The Student submitting the form undertakes to provide two contacts for use of the "1+1" promotion.
5. There is no entitlement to a partial refund under this promotion. Any refund decision must apply to both Students studying the courses. After activation of course studies, the studies may not be transferred to another person. Refunds are further specified in Article 9.
6. EDU Effective reserves the full right to modify, publish, and promote this promotion at its sole discretion and decision. During the valid promotion period, all terms, rules, and information for the promotion will be published and publicly stated at <https://www.edueffective.com> or <https://www.edueffective.online>.

13. Printed Document Package

1. "Graduate" means any person who has completed an EDU Effective course/Flexible Credential and received a digital version of a professional diploma, certificate of completion, or transcript of results. The digital versions of the documents are in English.
2. The printed document package for successful completion of a course always includes a professional diploma, a certificate of completion, and a transcript of results. The documents are issued in English. The fee is stated in the price list on the EDU Effective website at <https://www.edueffective.com>.
3. To order the printed document package, the Graduate must:
 Sponsor and Advanced Plans: complete and submit the order form:
<https://www.edueffective.online/fees/>
 Premium Plan: complete and submit the unique form with delivery address and contact details
4. The printed document package will be sent within six weeks after receipt of all necessary information (full name, delivery address, email, and telephone number) and, for Graduates in the Sponsor and Advanced tuition plans, after payment confirmation.



5. The typical delivery time within the Czech Republic is one week from dispatch of the finished and complete package. International delivery depends on local postal services. EDU Effective will provide the Graduate with a tracking number. The Graduate is solely responsible for tracking and ensuring receipt.
6. EDU Effective is not responsible for handling of the shipment by postal/delivery services. If the shipment appears damaged, the Graduate should refuse acceptance. All shipments are insured, and in the event of loss, a replacement will be sent at the delivery service's expense. Claims may be submitted in person (by the recipient of the shipment) at the post office or electronically. The addressee (recipient of the shipment) must submit the complaint within two business days after receipt of the shipment. Claims are governed by the instructions and terms of Ceska posta, s.p.
7. In the event of a printing or factual error on the printed documents, the Graduate may request a correction free of charge by contacting EDU Effective at studentsupport@edueffective.com. If the Graduate provides incorrect information resulting in errors, corrections will be made at the Graduate's expense.
8. Payment for the printed document package is nonrefundable where the package is custom-made and excluded from the withdrawal/refund period under applicable law. If EDU Effective cannot confirm dispatch within six weeks, the Graduate may cancel the order and request a refund.
9. Certain tuition plans include this additional service: the printed document package. If the Graduate is not sure whether this service is included in the applicable tuition plan, the Graduate may contact Student Support at: studentsupport@edueffective.com.

14. Personal Data Protection

14.1 Personal Data Controller

The Controller of the Student's personal data is EDU Effective Business School, LLC, 500 Ala Moana Blvd., Honolulu, Hawaii, HI 96813, US and EDU Effective, z.s., Company ID No.: 22691367, with its registered office at Antala Staska 1859/34, Prague 4, 140 00, Czech Republic, European Union (jointly, the "Controller").



14.2 Scope and Purpose of Processing

The Controller processes the Student's personal data to the extent necessary for:

- performance of the contractual relationship (provision of educational services, administration of the student account, invoicing, and payment processing),
- compliance with legal obligations (tax and accounting records, archiving),
- the Controller's legitimate interests (service improvement, internal analyses, fraud prevention, security, academic integrity, and direct marketing of EDU Effective's own similar products and services where permitted by applicable law and subject to opt-out),
- marketing purposes based on the Student's consent where consent is required (including newsletters, third-party event invitations, testimonials, advertising use of images or recordings, and other promotional uses not covered by another valid legal basis).

14.3 Data Minimization Principle

In accordance with Article 5(1)(c) GDPR, EDU Effective undertakes to collect and process only personal data that is adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. EDU Effective regularly audits its registration and application forms to ensure that only data necessary for providing the course, processing payments, and complying with legal obligations is required.

14.4 Profiling and Automated Decision-Making

1. If EDU Effective uses automated processing of personal data to personalize offers, benefits, or study recommendations (profiling), EDU Effective will rely on a valid legal basis under GDPR. Where consent is required, EDU Effective will request separate, granular consent from the Student, independent of consent for other processing purposes such as marketing or surveys.
2. The Student may object to processing based on legitimate interests and may withdraw consent where processing is based on consent. Withdrawal or objection is free of charge and will not affect access to the core course or Flexible Credential, except where a specific optional personalization feature cannot be provided without the relevant processing.
3. No decision producing legal or similarly significant effects concerning the Student, including final assessment, termination of studies, certification, or refund decisions, will be made solely by automated means without meaningful



human review where Article 22 GDPR or other applicable law requires such review.

14.5 Rights of the Data Subject

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), the Student has the right to:

- access his or her personal data,
- rectify inaccurate or incomplete data,
- erase personal data ("right to be forgotten") if the statutory conditions are met,
- restrict processing,
- data portability,
- object to processing based on legitimate interests,
- withdraw previously granted consent to the processing of personal data.
- file a complaint with the supervisory authority, which for the Czech Republic is the Office for Personal Data Protection (UOOU), Pplk. Sochora 27, 170 00 Prague 7, website: www.uoou.cz.

14.6 Retention Period

Personal data is retained for the duration of the contractual relationship and subsequently for the period prescribed by applicable legal regulations (especially tax and accounting regulations). Specifically:

- **Data necessary for performance of the Agreement:** for the duration of the contractual relationship and subsequently for the statutory archiving period (generally 5-10 years according to tax and accounting regulations).
- **Data processed based on consent:** until the Student withdraws consent.
- **Academic results and certification data:** securely retained by the registrar for 5 years from the graduation date, then archived or deleted.

14.7 Transfer of Data to Third Parties and Third Countries

The Controller may transfer personal data to processors (e.g., LMS operator TalentLMS, invoicing system FAPI, payment system Stripe, CRM system Anabix, payment provider Global Education s.r.o.) and to public authorities where required by law.



Data transfers to the United States: Because the courses are jointly organized by a European entity (EDU Effective, z.s., Czech Republic) and a U.S. entity (EDU Effective Business School, LLC, Hawaii, USA), Students' personal data may be transferred to the United States of America. Such transfers are carried out on the basis of appropriate safeguards under Article 46 GDPR, in particular Standard Contractual Clauses (SCCs) approved by the European Commission, and where required, transfer impact assessments and supplementary technical, contractual, or organizational measures.

14.8 Rights of U.S. / California Residents (CCPA)

Where applicable, Students residing in California, USA, may have additional rights under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), including the rights to know/access, delete, correct, opt out of sale or sharing of personal information, limit the use and disclosure of sensitive personal information, and not be discriminated against for exercising privacy rights. EDU Effective does not sell Students' personal data to third parties. To exercise California privacy rights, contact skillup@edueffective.com.

14.9 U.S. State Privacy Rights and Marketing Communications

Where applicable, EDU Effective will honor privacy rights under other U.S. state privacy laws that apply to EDU Effective based on the Student's residence and the statutory thresholds for those laws.

Commercial email communications sent to U.S. recipients will comply with applicable U.S. email marketing rules, including accurate sender identification, non-deceptive subject lines, required business contact information, and a clear opt-out mechanism processed within the legally required period.

14.10 Minors and Children's Privacy

EDU Effective does not knowingly collect personal data from children under 13 years of age in the United States or below the applicable digital consent age in the EU without the required parent or legal guardian consent. If EDU Effective becomes aware that such data has been collected without the required consent, it will delete or regularize the data as required by applicable law.

14.11 Separate Document

The full Privacy Policy, including a detailed description of the categories of data processed, recipients, technologies used, international transfers, retention periods, and rights request channels, is provided in a separate document available on the EDU Effective website at <https://www.edueffective.com> or



<https://www.edueffective.online>. By accepting these Terms and Conditions, the Student confirms that the Student has had the opportunity to review this document.

15. Ethical and Safe Use of Artificial Intelligence in Education

15.1 EDU Effective Commitment

EDU Effective recognizes the growing importance of artificial intelligence technologies (hereinafter "AI") in education and undertakes to use them responsibly, transparently, and safely in accordance with applicable legal regulations, in particular:

- Regulation (EU) 2024/1689 of the European Parliament and of the Council on Artificial Intelligence (EU AI Act) - framework AI regulation in the European Union that classifies AI systems according to risk level and establishes obligations for providers and users of AI systems.
- NIST AI Risk Management Framework (AI RMF 1.0) - the National Institute of Standards and Technology framework for managing risks associated with AI systems.

15.2 Classification of AI Systems and Risk Category

EDU Effective maintains, or will maintain as legally required, an AI inventory and classifies AI systems by purpose, use case, role, and risk under the EU AI Act, GDPR, and relevant U.S. risk-management principles. AI tools used for general support, content assistance, translation, chatbots, or administrative efficiency may be minimal-risk or limited-risk systems; however, AI systems used to determine admission, assess learning outcomes, monitor prohibited behavior during examinations, allocate access to education, or otherwise materially affect a Student may qualify as high-risk under the EU AI Act. EDU Effective hereby undertakes to:

- not use AI systems that would fall into the unacceptable-risk category under Article 5 of the EU AI Act, including prohibited social scoring, manipulative, exploitative, or otherwise unlawful AI practices,
- in the event of use of high-risk AI systems, comply with applicable obligations for EDU Effective's role, including risk management, data governance, technical documentation, logging, transparency, human oversight, accuracy, robustness, cybersecurity, supplier due diligence, and post-market monitoring where required.



15.3 Transparency and Information

1. If EDU Effective uses AI systems in direct interactions with Students, including chatbots or automated support tools, the Student will be informed that the interaction involves AI unless this is obvious from the circumstances.
2. EDU Effective will not make any decision producing legal or similarly significant effects for the Student, including admission, termination, final assessment, certification, or refund decisions, solely by automated means without meaningful human review where required by GDPR or other applicable law.
3. The Student may request human review and a meaningful explanation of any decision that the Student reasonably believes was materially influenced by an AI system.

15.4 Data and AI Security

In accordance with the NIST AI RMF, EDU Effective undertakes to:

- **Risk mapping and management (MAP & MANAGE):** Regular identification, analysis, and mitigation of risks associated with deployment of AI systems in the educational process.
- **Measurement and monitoring (MEASURE):** Ongoing assessment of the performance, fairness, and reliability of the AI systems used.
- **Governance and accountability (GOVERN):** Clearly defined roles and responsibilities for AI system governance within the organization.

15.5 Right to Opt Out of AI-Driven Processes

1. The Student may request exclusion from AI-driven profiling or automated decision-making where legally required or operationally feasible. This request may be exercised at any time by contacting the Student Support team at: studentsupport@edueffective.com.
2. EDU Effective will provide a reasonably available human alternative or human review for significant decisions affecting the Student. Exercising an AI-related opt-out will not reduce core contractual access to the course or Flexible Credential, unless a specific optional AI-enabled feature cannot reasonably be provided without the relevant processing.
3. If the Student opts out of AI-driven personalization, the Student may not receive personalized offers, study recommendations, or automated support features based on automated evaluation of the Student's behavior.



15.6 Data Governance and High-Risk AI Systems

In accordance with the EU AI Act, AI systems used in education to determine admission, evaluate learning outcomes, monitor prohibited behavior during assessments, or otherwise assess students may be classified as high-risk. EDU Effective undertakes to:

- ensure that datasets used to train, validate, test, or operate AI models are relevant, representative, secure, appropriately governed, and processed in compliance with GDPR and other applicable law,
- document and regularly test AI systems for accuracy, fairness, robustness, cybersecurity, bias, and absence of unlawful discrimination,
- ensure human oversight over all significant decisions affecting the Student's studies and keep records of deployed AI systems, suppliers, purposes, lawful bases, risk classifications, and oversight arrangements where legally required.

15.7 Student Obligations Regarding AI

1. The Student acknowledges that EDU Effective may use AI tools as part of the educational process.
2. The Student undertakes to use AI tools provided as part of the studies ethically, not to submit AI-generated outputs as the Student's own work without proper disclosure, citation, and the Student's own substantive contribution, and to comply with EDU Effective guidelines for responsible integration of AI into studies.
3. Violation of AI use rules (e.g., submitting entirely AI-generated work as one's own) is considered a breach of academic integrity and may be assessed as a material breach of these Terms and Conditions.

16. Alternative Dispute Resolution

16.1 Preferred Amicable Resolution

In the event of any dispute arising from or relating to these Terms and Conditions, the parties undertake first to make efforts to resolve the dispute amicably through direct negotiation. The Student may address complaints and objections to:

- Email: skillup@edueffective.com



- Response period: EDU Effective undertakes to respond to a complaint within 14 business days after receipt.

16.2 Out-of-Court Resolution of Consumer Disputes (ADR)

If the Student is a consumer within the meaning of Act No. 634/1992 Coll., on Consumer Protection, and the dispute cannot be resolved amicably, the Student has the right to contact the competent entity for out-of-court resolution of consumer disputes, namely:

Czech Trade Inspection Authority (COI)

Central Inspectorate - ADR Department

Gorazdova 1969/24, 120 00 Prague 2

Website: <https://coi.gov.cz/en/information-about-adr/>

Email: adr@coi.gov.cz

The Student has the right to submit a petition for out-of-court dispute resolution no later than 1 year from the date on which the Student first asserted the right that is the subject of the dispute with EDU Effective.

16.3 Online Consumer Redress and ODR Status

The former European Online Dispute Resolution (ODR) platform has been discontinued (pursuant to Regulation (EU) 2024/3228, with effect from 20 July 2025) and should not be listed as the dispute submission mechanism for new disputes. Students seeking EU consumer redress may use the European Commission's Consumer Redress in the EU resources at <https://consumer-redress.ec.europa.eu/> and the competent ADR body, including the Czech Trade Inspection Authority (COI) for Czech consumer disputes.

16.4 Governing Law and Jurisdiction

If the dispute cannot be resolved out of court, it will be decided by the competent court. These Terms and Conditions are governed by and construed in accordance with the laws of the State of Hawaii, USA, except that a consumer may rely on mandatory protections of the law of the consumer's country or state of habitual residence where such protections cannot be contractually waived and provide a higher level of protection. Nothing in these Terms deprives an EU consumer of the right to bring claims in the forum made available by mandatory EU consumer jurisdiction rules.



17. Accessibility and Reasonable Accommodations

1. EDU Effective aims to make its website, online purchase process, LMS access, and digital educational services accessible to Students with disabilities and to comply with accessibility requirements that apply to EDU Effective, including requirements under applicable EU and U.S. law.
2. EDU Effective will make reasonable efforts to follow recognized accessibility standards, including WCAG 2.2 AA where feasible and applicable, and to provide reasonable accommodations for Students who need them to access the course or Flexible Credential.
3. Accessibility issues and accommodation requests may be reported to studentsupport@edueffective.com or skillup@edueffective.com. EDU Effective will review such requests in good faith and respond within a reasonable time.
4. These accessibility commitments do not guarantee compatibility with every device, browser, assistive technology, or third-party platform, but they do not limit any mandatory rights under applicable accessibility, disability, or accommodation laws.

18. Final Provisions

1. Services beyond EDU Effective tuition are governed by the current price list stated on the EDU Effective website at <https://www.edueffective.com> or <https://www.edueffective.online>.
2. Subject to mandatory consumer protection rules and any non-waivable laws applicable to the Student, these Terms and Conditions are governed and construed primarily in accordance with the laws of the State of Hawaii, USA.
3. To the extent permitted by applicable law, if EDU Effective is required to incur legal costs to enforce these Terms and Conditions, EDU Effective is entitled to reimbursement of reasonable attorneys' fees in addition to any other remedy. This provision does not limit mandatory consumer protections on costs or unfair terms.
4. EDU Effective may amend or supplement these Terms and Conditions for objective reasons, including changes in law, accreditation or compliance requirements, security requirements, technology, LMS functionality, service scope, pricing, operational needs, or correction of errors. The current version is always available on the EDU Effective website at <https://www.edueffective.com>



or <https://www.edueffective.online/>. In the event of a material amendment, EDU Effective will publish the new version at least 14 calendar days in advance and inform Students by email.

5. Amendments apply prospectively and will not retroactively reduce the rights of Students already enrolled unless required by law or objectively justified by changes in the service, legal requirements, security, or operational necessity. If a material amendment adversely affects a Student, the Student may terminate the Agreement in accordance with Article 9 and mandatory applicable law.
6. **Severability.** If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court or other competent authority, that provision will be deemed modified to the minimum extent necessary to make it valid and enforceable or, if it cannot be so modified, severed from these Terms, and the remaining provisions will continue in full force and effect. This clause does not affect any mandatory rights the Student has as a consumer under applicable law.
7. **Entire Agreement.** These Terms and Conditions, together with any documents expressly incorporated by reference (including the Privacy Notice and any product-specific or order-specific terms presented at checkout), constitute the entire agreement between the Student and EDU Effective regarding their subject matter and supersede all prior or contemporaneous understandings, communications, and proposals, whether oral or written. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation, or any mandatory pre-contractual information the Student is entitled to receive as a consumer.
8. **Assignment.** The Student may not assign, transfer, or delegate these Terms or any rights or obligations under them without the prior written consent of EDU Effective. EDU Effective may assign or transfer these Terms, in whole or in part, to an affiliate or in connection with a merger, reorganization, or sale of assets, provided that the assignment does not reduce the Student's rights under these Terms or under mandatory applicable law. Any purported assignment in breach of this clause is void.
9. **Events Beyond Reasonable Control (Force Majeure).** EDU Effective will not be liable for any delay in or failure of performance to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, war, civil unrest, governmental action, labor disputes, failures of telecommunications or hosting providers, or large-scale internet or power outages. This clause does not affect the Student's right to a refund or other



remedy where required by mandatory applicable law, including the statutory withdrawal rights set out in Article 9.

10. **Notices.** Unless these Terms specify otherwise, notices to EDU Effective must be sent by email to skillup@edueffective.com, and notices to the Student will be sent to the email address associated with the Student's account or LMS profile. A notice is deemed received on the day it is sent if sent on a business day, and otherwise on the next business day. The Student is responsible for keeping their contact details current. This clause does not affect any statutory form or delivery requirements that apply to consumer communications.
11. **Electronic Communications and Electronic Signatures.** The Student agrees that the Agreement may be concluded electronically and that EDU Effective may communicate with the Student by electronic means, and the Student consents to receive contractual documents, notices, and disclosures in electronic form. Electronic signatures, electronic acceptance (such as clicking "I agree" or completing checkout), and records maintained by EDU Effective have the same legal effect as handwritten signatures and paper records, to the extent permitted by the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN), the Uniform Electronic Transactions Act (UETA), and, for EU/EEA users, Regulation (EU) No 910/2014 (eIDAS). Where mandatory consumer law requires information to be provided on a durable medium, EDU Effective will provide it accordingly.
12. **Controlling Language.** These Terms and Conditions may be made available in more than one language. The English-language version is the reference version and prevails in the event of any discrepancy, except that, where the Student is a consumer and mandatory applicable law requires information or contract terms to be provided in a particular language, that requirement prevails to the extent of any conflict.
13. **Headings, Interpretation, and Survival.** Headings and article numbers are for convenience only and do not affect interpretation; references to "including" mean "including without limitation." Provisions that by their nature are intended to survive termination or expiry of the Agreement — including accrued payment obligations, the license and intellectual-property terms, the disclaimer of warranties, the limitation of liability, governing law, and dispute resolution — survive. No failure or delay by EDU Effective in exercising any right operates as a waiver of that right.
14. **Intellectual Property and License to Course Content.** All course materials, content, software, text, video, audio, graphics, assessments, and other materials



made available through the LMS or otherwise provided by EDU Effective (the “Course Content”) are owned by EDU Effective or its licensors and are protected by copyright and other intellectual-property laws. Subject to the Student's compliance with these Terms and payment of the applicable tuition, EDU Effective grants the Student a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Course Content solely for the Student's own educational purposes during the applicable access period. The Student may not copy, reproduce, distribute, publicly display, sell, sublicense, record, or create derivative works from the Course Content, or share login credentials or content with third parties, except as permitted by these Terms or by mandatory applicable law. This clause does not affect any statutory rights the Student has, including permitted uses under applicable copyright law.

15. **Account Security.** The Student is responsible for maintaining the confidentiality of their login credentials and for all activity that occurs under their account. The Student agrees to use a secure password, not to share access with third parties, and to notify EDU Effective without undue delay at skillup@edueffective.com of any unauthorized use or suspected breach of account security. EDU Effective is not liable for loss arising from the Student's failure to safeguard credentials, except to the extent the loss results from EDU Effective's own breach of duty or as otherwise provided by mandatory applicable law. EDU Effective may suspend access where reasonably necessary to protect the security or integrity of the LMS and will restore access promptly once the issue is resolved.
16. **Disclaimer of Warranties.** The educational services and Course Content are provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, EDU Effective disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and does not warrant that the services will be uninterrupted or error-free or that any particular educational, professional, or certification outcome will be achieved. EDU Effective does, however, warrant that the services will be provided with reasonable care and skill. Nothing in this clause excludes or limits the statutory conformity rights, guarantees, or other mandatory rights the Student has as a consumer under applicable law, including under Czech and EU consumer-protection legislation, which prevail over this clause to the extent of any conflict.
17. **Limitation of Liability.** To the fullest extent permitted by applicable law, EDU Effective will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, data, goodwill, or anticipated savings, arising out of or in connection with the services or these Terms. Subject to the



preceding sentence, EDU Effective's total aggregate liability arising out of or in connection with the services or these Terms will not exceed the total amount of tuition paid by the Student for the service giving rise to the claim. Nothing in these Terms excludes or limits EDU Effective's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited; where the Student is a consumer, the Student's mandatory statutory rights and remedies are not affected and prevail over this clause to the extent of any conflict.

18. These Terms and Conditions become binding when the Student pays tuition or any part thereof (installment) and the Agreement is concluded through the applicable registration or checkout process. By paying tuition, the Student confirms that the Student has had the opportunity to read and understand these Terms and agrees to be bound by them, without prejudice to mandatory pre-contractual information, consent, and withdrawal requirements.

Version effective as of July 1, 2026