

TERMS OF USE — KODLAND INC.

Effective as of September 1, 2026

Welcome to the **Kodland Inc.** ("Kodland") service (the "Service"). The terms and conditions in this document (the "Terms of Use") apply when you view or use the Service via our website located at kodland.org/tr, our web app located at kodland.org/tr, or by accessing the Service through clicking on the Kodland Inc. application on your mobile device (the "App"). The Platform technology is owned by Odreval Ltd (Cyprus) and licensed to Kodland Inc. Throughout the Terms of Use, Kodland Inc., a corporation organized under the laws of the State of Wyoming, USA, having its registered office at 30 N Gould St, Ste R, Sheridan, WY 82801, USA, may be referred to as "Kodland", "we", "us", or "our".

"You" or "Client" refers to the Parent or Legal Guardian who registers an account and enters into this Agreement. The minor participating in the educational activities is referred to as the "Student". By accepting these Terms, You confirm that you are the legal guardian of the Student and accept full responsibility for their use of the Service.

Please review the Terms of Use carefully. By clicking "Register", "Pay", or "I Agree", or by accessing the paid features of the Service, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you are a parent or legal guardian registering a Student (minor), you represent and warrant that you have the legal authority to consent to these Terms on the Student's behalf. You agree to be fully responsible for the Student's use of the Service, their conduct, and compliance with these Terms.

For users residing in the United States, these Terms constitute a legally binding agreement entered into electronically in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.). By completing the registration process and clicking "I Agree," you consent to conduct this transaction electronically and confirm that you have read and understood these Terms of Use prior to purchase. The contracting parties are: Service Provider: Kodland Inc., a Wyoming corporation, 30 N Gould St, Ste R, Sheridan, WY 82801, USA, email: kodlandinc@gmail.com; Client (Consumer): the parent or legal guardian identified at registration.

PRIVACY POLICY AND DATA PROCESSING

Kodland processes personal data of users and Students located in the United States in accordance with applicable U.S. federal and state privacy laws, including the Children's Online Privacy Protection Act (COPPA, 15 U.S.C. §§ 6501–6506) and its implementing FTC regulations (16 C.F.R. Part 312), and, where applicable, state privacy laws such as the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA) and other comparable state privacy statutes.

Data Controller: Kodland Inc., 30 N Gould St, Ste R, Sheridan, WY 82801, USA. Data Protection contact: social@gmail.com.

By registering an account, the parent or legal guardian explicitly consents to:

- (a) The processing of the Student's personal data (including name, age, image, and video/audio recordings from classes) for educational purposes, on the legal basis of contract performance and, where applicable, our legitimate business interests;
- (b) The processing of personal information from children under the age of 13 only on the basis of verifiable parental consent obtained at registration, in accordance with COPPA;
- (c) The international transfer of the Student's personal data to Kodland's service providers and servers located outside the United States, including in Singapore, and to Odreval Ltd (Cyprus), on the basis of appropriate contractual safeguards, acknowledging that these jurisdictions may apply data protection standards different from those applicable in the United States.

Your rights with respect to your and your Student's personal information, which may vary depending on your state of residence, can include:

- confirmation of the existence of processing;
- access to your data;
- correction of incomplete or inaccurate data;
- deletion of unnecessary or non-compliant data;
- data portability;
- information about third parties with whom data is shared;
- the right to opt out of the sale or "sharing" of personal information and of targeted advertising, where applicable under state law;
- withdrawal of consent at any time (which may prevent us from providing the Service);
- and review of automated decisions.

We do not knowingly collect personal information from children under 13 without first obtaining verifiable parental consent. Parents and legal guardians may review the personal information collected from their child, request that it be deleted, and refuse to permit its further collection or use, at any time, by contacting us using the details below.

To exercise your rights, contact: social@gmail.com.

ABOUT THE SERVICE

The Service provides online educational courses in computer science, mathematics, and other subjects. Students work through live video conferencing with instructors and interactive modules.

The Kodland web application (accessible via web browser or mobile device) serves as the central hub for the Service and allows you to schedule classes, see an overview of current and future coursework, assemble and present projects. We reserve the right to update, modify, or remove features of the Platform at any time to improve the Service.

To use the Service, you must provide your own equipment, including a computer or compatible mobile device, a stable internet connection, a webcam, and a microphone. Kodland is not responsible for service interruptions caused by your hardware or internet limitations.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

The Service is intended for use by Students aged 5 to 17. However, registration must be performed solely by a parent or Legal Guardian. Minors are strictly prohibited from creating an account independently.

You will create a personalized account (an "Account") which includes a unique username and a password to access the Service and to receive messages from us.

By creating an Account and clicking "I Agree", you represent and warrant that:

You are at least 18 years of age;

You are the legal guardian of the Student and have the legal authority to enter into this Agreement on their behalf;

All registration information provided is true, accurate, and current.

We reserve the right to request proof of age or legal guardianship at any time to ensure compliance with applicable U.S. federal and state laws protecting minors, including COPPA. Failure to provide such proof may result in immediate Account suspension pending verification.

You are responsible for maintaining the confidentiality of your Account credentials. You agree to notify us immediately of any unauthorized use.

To the extent permitted by applicable law, Kodland shall not be liable for any loss arising from your failure to comply with this security obligation. However, this does not exclude our liability for data breaches caused by our own negligence under applicable U.S. state data breach notification and data security laws.

TUITION

Tuition for the Service is set out here: each user must complete the enrollment form for the Service, which may be completed online or by telephone interview with a Service representative. Tuition is billed on a monthly basis, unless otherwise agreed at enrollment, based on the particular tuition plan chosen by you. We may terminate your use of the Service if the tuition is not paid in a timely manner.

If you pay for the Service using the instalment payment, they are given access to all the modules of the chosen course from the starting date, as provided for by the duration of chosen package length.

As a matter of company policy (and not pursuant to any statutory requirement), Kodland offers you the right to cancel this contract and obtain a 100% (one hundred percent) refund within 30 (thirty) calendar days from the date of purchase or from the date of first access to the Service, whichever is later, without providing any reason. This right applies even if classes have already commenced during this period. To exercise this right, contact us at social@gmail.com or via the support chat on the Platform. The refund will be processed within 10 (ten) calendar days of your cancellation notice.

After the 7-day period described above, the general cancellation and refund policy set out below applies.

After the 7-day period described above:

We reserve the right not to issue a refund to you for the money paid for the lesson in question, which was missed by the Student unless you have notified us of the impossibility of attending the lesson by the Student within 12 hours of the lesson in question.

The following cancellation terms apply after the 30-day period described above:

(a) Where the cancellation request is submitted by you for reasons not attributable to Kodland, we reserve the right to retain an amount corresponding to the classes already delivered and a reasonable administrative fee, not to exceed 5% (five percent) of the total contract value, representing documented operational costs (instructor allocation, platform costs, and administrative processing). The remaining balance will be refunded within 10 (ten) calendar days.

(b) Where the cancellation is attributable to Kodland (including repeated instructor absences, platform unavailability, or material change in service), you are entitled to a full refund of all amounts paid for classes not yet delivered, without any deduction.

(c) Refunds will be issued by the same payment method used at purchase.

More information about the refund policy is posted on our website on the following address <https://www.kodland.org/us/docs/privacy-policy.pdf>

PAYMENT PROCESSING

Payments for the Service are processed in U.S. Dollars (USD) through third-party payment processors. By making a payment, you agree to be bound by the applicable terms and conditions of the payment processor used to complete your transaction. Kodland is not responsible for delays, errors, or fees imposed by third-party payment processors or your financial institution. Kodland does not store your full payment card details; such information is processed and stored by our payment processor in accordance with applicable Payment Card Industry Data Security Standards (PCI-DSS).

INTRO TO FORMAT

"Individualized Instruction" format, where classes for the Student are held individually with the instructor 1-3 times per week on a pre-arranged schedule.

The student can cancel or reschedule the class more than 12 hours in advance without being charged for that class.

If the Student fails to show up for a class or gives less than 12 hours notice of a cancellation/reschedule, that class is considered passed and is due for payment in full.

If you pay less than 12 hours in advance, we may cancel the class and reserve the instructor's time for other students. We may change a Student's instructor, but no more than once per month. We review the request for change within 48 hours and may deny the change.

If the Student is late for a lesson, the instructor will teach the lesson at the time remaining from the lesson.

If the instructor does not show up for the class, the next class is scheduled at our expense.

We can freeze a class for 14 days with the instructor and class time intact. If more than 14 days, we re-set the instructor and class time.

If a Student fails to attend class twice in a row and you or he does not notify us about the cancellation / rescheduling, we suspend subsequent classes until we contact you and agree on a new schedule.

We may refuse to hold a class if the Student is in violation of discipline or safety standards.

SUBSTITUTE INSTRUCTOR AND SCHEDULE CHANGES

The schedule is created based on the selected package and the availability of both the Student and the Instructor you do not pay for the class at least 12 (twelve) hours before its start time, this reservation is cancelled, and Kodland has the right to offer the slot to other students.

You have the right to replace the instructor in the format of individual training by sending the corresponding request to us through the support chat or the hotline. In the request you must state the reasons for this replacement. We consider the request within 48 (forty-eight) hours from the moment of receipt and reserve the right to refuse the request or to extend the time of consideration of the request. We have the right to replace the instructor for valid reasons (illness, planned absence, other circumstances) and are obliged to notify you about it in the Account or by sending a message to the telephone number specified by you during registration. If you refuse to change the instructor, you have the right to suspend the use of the training package. In this case, the training period for the period of such suspension is not extended, and your obligation to use (pass) all classes of the package during the training period is not terminated.

Hereby you confirm that you are informed and agree that the fact, time and date of assignment or substitution of an instructor, as well as the grounds (reasons) for such substitution are determined on the basis of Kodland.

CLASSES

If the instructor is unable to contact the Student at the scheduled start time, the instructor must send a notice to the Student. The class shall be deemed to have started as scheduled, regardless of when communication is established. If, despite compliance with the provisions of this paragraph, the instructor fails to contact the Student (due to the Student's unavailability or technical issues on your side), the class shall be deemed successfully conducted and shall be paid in full.

If, within five (5) minutes of the scheduled start of the lesson, the Student does not receive a call or message from the instructor, you or the Student must contact the instructor, via support chat. A class not held due to the fault of the instructor will be rescheduled to another time acceptable to the Student.

A lesson is considered properly conducted and accepted by you if within one (1) hour after its completion you do not submit a complaint to the instructor or Kodland about the quality of the lesson or punctuality of the instructor. The complaint must be submitted in writing via the support chat.

You have the right to change the duration or frequency of classes (if such options are available) by notifying us in the chat room.

If a Student fails to show up for two (2) consecutive classes without notification of cancellation, we have the right to cancel the classes scheduled for the future period. In this case, the classes are not held until communication with you is established and a new schedule is agreed upon. Please note that the cost of the past classes not cancelled by you (the missed classes) is subject to full payment in accordance with the cancellation policy.

RESCHEDULING

For Individualized instruction:

You have the right to reschedule or cancel a class by notifying us at least twelve (12) hours in advance of the scheduled class time. Failure to meet this deadline means that the class is considered confirmed, and if the Student misses the class, such missed class is subject to payment in full

You can cancel or reschedule up to 1 (one) lesson in every four (4) lessons package. The class will be rescheduled based on the current schedule availability. The terms of this paragraph apply unless otherwise stated on the website/platform.

Notwithstanding the rescheduling limit above, Kodland will permit additional rescheduling without penalty where the cancellation is due to force majeure or a justified cause recognized under generally applicable principles of U.S. law. Valid justifying circumstances include:

Documented illness of the Student (medical certificate required);

Death of a first-degree relative (death certificate required);

Natural disasters (flood, earthquake, storm, wildfire) affecting the Student's location, as declared by a competent U.S. federal, state, or local emergency management authority;

Widespread internet or electrical power outages confirmed in writing by the relevant utility or internet service provider.

To exercise this exception, you must submit supporting documentation via the support chat within 48 (forty-eight) hours of the missed class.

In order to postpone or cancel a lesson within the period specified above (at least 12 hours in advance), you shall notify us via the support chat or the hotline. Notifications about the transfer or cancellation of the class are accepted 24 (twenty-four) hours a day, 7 (seven) days a week.

The instructor (or Kodland on their behalf) has the right to postpone or cancel a class by providing you with a voice call or an e-mail message, at least twenty-four (24) hours in advance of the class being postponed or canceled.

For Group instruction:

The rescheduling and cancellation policy described above does not apply to group classes. Group classes cannot be rescheduled or canceled.

In case the Student misses a group class, the lesson will be deducted from the package, and the Student will be provided with a recording of the missed lesson for self-study.

You are informed and agree that the number, time and date of rescheduled, cancelled or missed classes, as well as the grounds (reasons) for such rescheduling, cancellation or missing classes are determined based on Kodland's data.

GROUP CLASS DISBANDMENT DUE TO LOW ENROLLMENT

Kodland reserves the right to disband or reorganize a group class if the number of enrolled Students falls below the minimum threshold required to conduct the class effectively, based on objective enrollment criteria applied consistently to all similarly situated group classes. In such cases:

Kodland has the right to transfer the Student to another group, which may involve a change in schedule, instructor, or both;

You will be notified of any such change at least 5 (five) calendar days in advance, via WhatsApp, email, or phone call, except where a shorter notice period is unavoidable due to circumstances beyond Kodland's reasonable control;

You will be offered the option to accept the new group placement or to request an alternative resolution in accordance with the cancellation and refund policy set out under "TUITION" above; and

If no suitable alternative group is available, or if you decline the offered transfer, the unused portion of the package will be refunded or credited under the standard refund terms described in this policy.

Nothing in this section limits any additional right or remedy you may have under applicable state law.

SUSPENSION OF SERVICES

You have the right to suspend the provision of services under the following conditions:

If classes are suspended for less than fourteen (14) calendar days, the class schedule is maintained;

If classes are suspended for more than fourteen (14) calendar days, the schedule of classes is not maintained;

At the moment of suspension, your account balance must be sufficient to cover at least one (1) future class.

You must inform us about the suspension by sending a notification via the support chat or hotline not later than 24 (twenty-four) hours before the beginning of the next class. The notification must contain:

the date of the last class before the suspension; and

the date of the first class after the suspension (resumption date).

If you need to suspend the services again, you shall follow the same procedure specified above. In case of repeated suspensions, the classes reserved for the Student in the instructor's schedule may be cancelled. When classes are resumed, you and Kodland will agree on a new schedule. You and Kodland shall also draw up a new schedule if the break in studies is more than fourteen (14) calendar days.

Kodland has the right to suspend classes at its discretion in case of public holidays at the place of residence of the Student or the location of Kodland. In this case, we inform you in advance through a voice call or at the e-mail address specified by you during registration. Classes suspended due to holidays are not charged and will be rescheduled.

You are informed and agree that the date of suspension and resumption of classes, the period of suspension, and the fact that the Customer meets the conditions for suspension of classes are determined based on the data of Kodland.

USE RESTRICTIONS

You agree that, in your use of the Service, you will not under any circumstances:

post, share, or transmit anything that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, including any form of cyberbullying, hate speech, or harassment towards Instructors or other Students;

use the Service for any unlawful purpose or for the promotion of any illegal activity;

harass, abuse, or harm another person or group;

use another user's account, username, or password, or share your account credentials with third parties;

provide false or inaccurate information when registering or updating an Account;

interfere with the proper functioning of the Service;

make any unauthorized automated use of the system, or take any action that imposes an unreasonable or disproportionately large load on our servers or network infrastructure, as determined in our sole discretion;

bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;

publish or link to malicious content (viruses, trojans) intended to damage or disrupt another user's browser or computer; or

record, screenshot, or stream any part of the lessons or video conferences without the express written permission of Kodland and the Instructor (this is strictly prohibited to protect the privacy rights of Instructors and Students).

Violation of these restrictions may result in immediate suspension or termination of your Account without refund.

POSTING & CONDUCT RESTRICTIONS

As part of the Service, you may be able to post or otherwise make available for viewing by you and/or other users content generated by the Student ("User Content"). You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Service. You agree that we are acting as a passive conduit for your online distribution and publication of User Content, subject to our obligations under applicable online safety laws. We reserve the right to remove any User Content from the Service at our sole discretion.

You agree that, in your use of the Service, the following rules apply regarding User Content:

you are solely responsible for your Account and for any User Content posted, uploaded, linked to, or otherwise made available via your Account;

you will not post User Content that is malicious, false, or inaccurate, or harmful to minors;

you will not submit as User Content anything that is subject to third party proprietary rights, including, but not limited to, copyright, privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from the lawful holder of such rights to specifically submit such User Content; and we have the sole right to

(i) determine whether any of your User Content submissions are appropriate and comply with these Terms of Use,

(ii) remove any or all of your User Content submissions, and

(iii) terminate your Account with or without prior notice for violating these Terms of Use.

You understand and agree that any liability, loss, or damage arising from or related to any User Content that you post, upload, link to, or otherwise make available via the Service is solely your responsibility. We are not responsible for any public display or misuse of User Content.

We do not, and cannot, pre-screen all User Content, we reserve the right to monitor and record interactions within the Service to ensure the safety of Students and compliance with our Terms of Use.

ONLINE CONTENT DISCLAIMER AND MONITORING

Though Kodland strives to enforce these Terms of Use for all users, you may nonetheless be exposed to User Content that is inaccurate or objectionable. We reserve the right, subject to our safety obligations under applicable law, to monitor the materials posted in the public areas of the Service and to limit or deny a user's access to the Service, notify law enforcement, or take other applicable action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or is, as determined in our sole discretion, unlawful, offensive, abusive, harmful, or malicious.

To the extent the Service offers a feature to communicate with other users, messages sent between users that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. However, you acknowledge and agree that such communications may be accessed, viewed, copied, stored, and forwarded by us as reasonably necessary to ensure the safety of Students, enforce these Terms and Conditions, or comply with legal requirements.

Unauthorized use of the Service may result in criminal and/or civil prosecution under applicable law and regulations. If you become aware of misuse of our Service, please contact us at kodlandinc@gmail.com.

LINKS TO THIRD-PARTY SITES AND EDUCATIONAL TOOLS

As part of the Service, we may make available to you links to third-party websites ("Third-Party Sites") as well as applications, software, content, or other materials belonging to or originating from third parties (the "Third-Party Content") including external educational platforms (e.g., Scratch, Github). These links are provided for educational purposes or as a courtesy to users.

Kodland has no control over Third-Party Sites, Third-Party Content, or the promotions, materials, information, goods, or services available on or via them. Such Third-Party Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites or any Third-Party Content accessed through the Service. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site or Third-Party Content does not signify or imply approval or endorsement thereof by us.

If you decide to leave the Service and access a Third-Party Site or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Service. You acknowledge that Kodland is not responsible for the data processing practices of such third parties.

To the extent permitted by applicable law, Kodland shall not be liable for any loss arising from your failure to maintain the security of your Account credentials. However, nothing in these Terms excludes or limits Kodland's liability for:

data breaches caused by Kodland's own negligence or failure to implement adequate security measures, as required under applicable U.S. state data security and breach notification laws;

any liability that cannot be excluded under applicable mandatory U.S. federal or state consumer protection law.

INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT INFRINGEMENT

Kodland respects the intellectual property rights of others and expects users of the Service to do the same. We operate in compliance with the U.S. Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512. It is our policy to terminate, in appropriate circumstances, the accounts of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

If you are a copyright owner, or authorized on behalf of one, and you believe that any material available on the Service infringes your copyright, please send a written notification to our Designated Agent containing the following information:

A physical or electronic signature of the authorized person;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing and sufficient information to allow us to locate the material (e.g., URL);

Your contact information (address, telephone number, email);

A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law;

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner.

Notices of copyright infringement should be sent to:

by Email: kodlandinc@gmail.com;

by Mail: Kodland Inc., 30 N Gould St, Ste R, Sheridan, WY 82801, USA

If you believe that your content was removed by mistake, you may send a counter-notice to the address above. We will review such notices in accordance with the DMCA and other applicable U.S. laws.

Kodland complies with 18 U.S.C. § 2258A. Any content reported to us that appears to depict the sexual exploitation or abuse of a minor will be treated as urgent, removed promptly, and reported to the National Center for Missing & Exploited Children (NCMEC) and other appropriate law enforcement authorities as required by law.

LICENSES TO USER CONTENT AND STUDENT WORK

"Student Work" refers to any results of intellectual activity created by the Student during the process of learning on the Course, including but not limited to: software code, algorithms, graphical images, audiovisual works, design projects, texts, game mechanics, and homework submissions.

You retain ownership of the Student Work. However, by submitting the work to the Service, You grant Kodland a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and sublicensable license to use the Student Work. This license is granted free of charge (without payment of author's remuneration) for the entire duration of the exclusive rights and applies to all countries in the world.

Kodland has the right to use the Student Work in any manner necessary for the performance of the Agreement and for marketing and promotional purposes, including but not limited to:

Reproduction and Distribution: Making copies of the work for educational or promotional use.

Public Display: Showing the work on the Kodland Website, social media channels, and advertising materials.

Adaptation: Modifying, editing, or creating derivative works (e.g., fixing bugs in code, resizing images for banners, translating text).

To the extent permitted by applicable law, You give explicit consent to Kodland to use the Student Work:

Anonymously: Without indicating the name of the author; or

With Limited Attribution: Indicating only the Student's First Name and Age, at Kodland's discretion.

You agree that technical edits or adaptations made by Kodland for publication purposes shall not be considered a violation of the integrity of the work.

This license applies to the Intellectual Property (the code, the drawing, the design).

Notwithstanding the broad license above, Kodland will not use the Student's photograph, video image, or full real name in public advertising campaigns without obtaining your separate, explicit written consent.

If the Student Work itself contains personal data, you have the right to request its removal from public access in accordance with our Privacy Policy.

INTELLECTUAL PROPERTY AND LICENSE TO USE

You acknowledge and agree that Kodland and its licensors (specifically Odreval Ltd, Cyprus) retain ownership of all intellectual property rights of any kind related to the Service, including but not limited to:

The Platform technology, source code, and interface;

The educational curriculum, lesson plans, methodologies, and teaching materials;

Applicable copyrights, trademarks, and other proprietary rights.

Trademarks for Third-Party Sites and Third-Party Content are the property of their respective owners. We reserve all rights that are not expressly granted to you under these Terms.

Subject to your compliance with these Terms of Use and payment of applicable fees, Kodland grants you (and the Student) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service and educational materials solely for personal, non-commercial educational purposes.

You may not:

Copy, reproduce, distribute, or create derivative works based on our curriculum or Platform;

Share your account credentials or educational materials with third parties;

Use our trademarks or logos without prior written consent.

Any unauthorized use of the Service materials terminates the license granted by us immediately.

NOTICES AND COMMUNICATIONS

For all routine contractual matters, including cancellations, refund requests, exercise of any applicable right of withdrawal, and complaints, email is considered a valid form of notice. You may send such notices to kodlandinc@gmail.com or via the support chat on the Platform.

Notices sent by email are deemed received on the next business day after transmission, provided no delivery failure notification is received.

Notwithstanding the above, communications made through the Service's email or messaging system will not constitute valid legal service of process (i.e., delivery of court summons, writs, or formal legal complaints) in any legal proceedings.

Formal legal notices regarding lawsuits or arbitration must be served in writing via registered mail or courier to our registered office: Kodland Inc., 30 N Gould St, Ste R, Sheridan, WY 82801, USA

ELECTRONIC COMMUNICATIONS AND MARKETING CONSENT

For all notices and communications relating to these Terms of Use, your Account, and the Service (e.g., class schedules, payment receipts, password resets, technical updates), you:

Consent to receive such communications from us in electronic form via the email address you have submitted; and

Agree that these electronic communications satisfy any legal requirement that such communications would satisfy if they were in writing, consistent with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).

You cannot opt out of these transactional messages as they are necessary for the provision of the Service.

In accordance with the U.S. CAN-SPAM Act (15 U.S.C. § 7701 et seq.) and, where applicable, the Telephone Consumer Protection Act (TCPA), we will send marketing communications (newsletters, promotional offers, and course recommendations) and will honor any request to opt out of such communications. You may withdraw your marketing consent at any time, free of charge, by:

clicking the 'Unsubscribe' link in any marketing email;

updating your communication preferences in your Account settings; or

emailing kodlandinc@gmail.com

Opting out of marketing emails will not affect your receipt of mandatory transactional emails.

WARRANTY DISCLAIMER

The Service will be provided with reasonable care and skill by qualified Instructors. Kodland does not guarantee specific academic results, skill levels, or grades, as the Student's progress depends on their individual effort, attendance, and ability.

The Platform is provided on an 'as available' basis; we cannot guarantee uninterrupted access at all times. We will make commercially reasonable efforts to restore access promptly in the event of service interruption.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU, IN WHICH CASE ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW.

Technical edits made by Kodland for Platform maintenance purposes shall not be considered a material alteration of the Service.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KODLAND, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM:

THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT;

YOUR USE OR INABILITY TO USE THE SERVICE;

THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE;
OR

ANY OTHER INTERACTIONS WITH KODLAND OR ANY OTHER USER OF THE SERVICE.

THIS LIMITATION APPLIES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT KODLAND HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME U.S. JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, KODLAND'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO KODLAND FOR THE SERVICE DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

INDEMNIFICATION

You shall indemnify and hold harmless Kodland and its directors, officers, and employees, and pay any costs (including attorney fees), expenses, awards, settlement, or other obligation, arising from the assertion of a third-party claim, action, or lawsuit that is based upon:

your breach of these Terms of Use;

your failure to comply with any instructions or manuals provided by us for using the Service;

your use of the Service with any third party product or service not authorized by us, or;

your violation of any third party rights in your use of the Service, including, but not limited to, infringement of intellectual property rights, privacy, and harassment.

This indemnification obligation shall not apply to the extent that the claim arises directly from Kodland's own gross negligence or willful misconduct.

MODIFICATION OF TERMS OF USE

We may amend these Terms of Use at any time, and the latest version will be posted on the Service website with the "Effective as of" date reflecting the date of the latest version. It is your sole responsibility to check the Service website from time to time to view any such changes in these Terms of Use. For significant changes that affect your rights or obligations (e.g., price changes, refund policy updates), we will notify you via email or a prominent notice on the Platform at least 7 days before the changes take effect.

Your continued use of the Service after the effective date signifies your agreement to the updated Terms. If you do not agree to the changes, you must stop using the Service and cancel your subscription before the changes become effective.

Any changes to these Terms of Use (other than as set forth in this paragraph) or waiver of Kodland's rights hereunder shall not be valid or effective except in a written agreement bearing the physical or electronic signature of an authorized officer of Kodland.

MISCELLANEOUS

If any part of these Terms of Use is held invalid or unenforceable, that portion will be construed consistent with applicable law to the maximum extent possible, and the remaining portions will remain in full force and effect. Any failure by Kodland to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Our rights under these Terms will survive any termination of this Agreement.

These Terms of Use and your use of the Service are governed by the laws of the State of Wyoming, USA, without regard to its conflict of laws principles, except to the extent superseded by applicable U.S. federal law.

DISPUTE RESOLUTION AND BINDING ARBITRATION.

Please read this section carefully, as it affects your legal rights. Except for disputes that qualify for small claims court, any dispute, claim, or controversy arising out of or relating to these Terms of Use or the Service shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, rather than in court. YOU AND KODLAND EACH AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND YOU AND KODLAND EACH WAIVE ANY RIGHT TO A JURY TRIAL. You may opt out of this arbitration agreement by sending written notice to kodlandinc@gmail.com within 30 days of first accepting these Terms. For any dispute that is not subject to arbitration (including because you have properly opted out), you and Kodland agree that the state and federal courts located in Sheridan County, Wyoming, shall have exclusive jurisdiction, and you consent to personal jurisdiction and venue in those courts.

Nothing in these Terms excludes, limits, or waives any right or remedy to which you are entitled under mandatory U.S. federal or state consumer protection law. Any provision found to be unconscionable or otherwise unenforceable under applicable law shall be deemed not written and shall have no effect, without prejudice to the validity of the remaining provisions.

Any lawsuit or legal proceeding arising from these Terms must commence within the statutory period prescribed by applicable law (i.e., the applicable statute of limitations).

We may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time, provided that we ensure that your rights under these Terms are not prejudiced. We will notify you of any such assignment. You may not assign or delegate any rights or obligations under the Terms of Service without our prior written consent.

These Terms of Use, together with the Privacy Policy, represent the complete and exclusive understanding of the agreement between us and you regarding the Service, and supersede any prior agreements or communications.

CONTACT INFORMATION

KODLAND INC.

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