

# Terms of Service and Conditions

Effective Date: 1<sup>st</sup> June 2025

By using Educ8.online, you confirm that you have read and understood these Terms and Conditions and agree to abide by them fully.

## 1. Introduction

Welcome to Educ8.online (“we”, “us”, “our”), a comprehensive digital financial education and market research platform owned and operated by Afxants Ltd, a company duly incorporated under the laws of the Republic of Cyprus (Registration Number: HE318171), with its registered address at Alkiviadous, 3A, Ypsonas, 4190, Limassol, Cyprus.

By accessing, browsing, or using Educ8.online (“the Website” or “the Platform”), you confirm that you have read, understood, and expressly agree to comply with and be bound by these Terms and Conditions (“Terms”) and all related legal documents which collectively govern your relationship with us. These related documents include but are not limited to:

- **Privacy Policy:** Describes how we collect, use, store, and share your personal data in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.
- **Risk Disclaimer:** Outlines the significant financial and operational risks associated with engaging in trading or investment-related activities, clarifying that all content on the Platform is strictly educational and does not constitute investment advice.
- **Legal Notice:** Defines the scope of our intellectual property rights and our disassociation from any third-party content or external resources.
- **Copyright Policy:** Establishes the rules governing the ownership and permitted use of content, including robust measures to protect our intellectual property and procedures for reporting and addressing copyright infringements.
- **Recurring Transaction Agreement:** Sets out the terms related to automatic subscription renewals and billing processes, ensuring clarity and transparency in financial transactions.
- **Comprehensive Guidelines for the Affiliate Dashboard:** Lays out ethical promotional standards and obligations for affiliates, safeguarding against reputational and legal risks.

- **Cookies Policy:** Provides detailed information about the use of cookies and similar technologies on our website following the GDPR and the EU Digital Services Act (DSA).

Educ8.online operates exclusively as a digital educational and market research platform, delivering a variety of educational materials, market research insights, analytical tools, and professional development resources. Educ8.online does not offer personalized investment advice, portfolio management, or any regulated investment services as defined under applicable European Union financial services directives, including MiFID II (Directive 2014/65/EU) and relevant national implementing legislation. Users are solely responsible for conducting their own due diligence and for any decisions made based on the Platform's content.

By accessing and using Educ8.online, you acknowledge and agree that:

- You are entering into a legally binding agreement with Afxants Ltd governing your use of the Platform, and that this agreement has the same force and effect as a written contract signed in person.
- You have reviewed and accept all of the terms, conditions, disclaimers, and policies incorporated by reference in these Terms.
- If you do not agree to these Terms or any associated legal documents, you must immediately discontinue your use of the Platform. Continued use will constitute your ongoing acceptance.

Educ8.online reserves the right to amend these Terms and any related policies at any time. Updates will be communicated via email or platform notifications and will be deemed accepted by your continued use of the Platform. It is your responsibility to regularly review these Terms to remain fully informed.

Afxants Ltd and Educ8.online expressly reserve all rights not explicitly granted herein, including all rights, title, and interest in and to the intellectual property and proprietary content of the Platform. Any unauthorized use, reproduction, or modification of the Platform's content, services, or underlying technology is strictly prohibited and may result in legal action, including claims for injunctive relief and damages.

This Introduction sets the foundation for a clear, structured, and legally enforceable relationship between you and Educ8.online, safeguarding our operational integrity and the proprietary interests of Afxants Ltd.

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## 2. User Eligibility and Conduct

### 2.1 User Eligibility

To access and use the services provided by Educ8.online, you affirm, represent, and warrant that:

- You are at least 18 years old or the age of majority in your jurisdiction, whichever is greater, and you have the full legal capacity and authority to enter into and be bound by these Terms.
- If you are accessing the Platform on behalf of a legal entity (e.g., a corporation or partnership), you have the full legal authority to bind that entity to these Terms.
- You are not subject to any restrictions, sanctions, or prohibitions under applicable export control laws, anti-money laundering (AML) regulations, or financial sanctions regimes (including, but not limited to, EU restrictive measures and OFAC sanctions).
- You are not located in any jurisdiction where accessing or using the Platform would violate any applicable law or regulation.

### 2.2 Accuracy of User Information

- You agree to provide accurate, complete, and current information during registration and to promptly update such information as necessary to ensure its continued accuracy.
- You acknowledge that Educ8.online and Afxants Ltd rely on the accuracy of the information you provide. False, misleading, or outdated information may result in the suspension or termination of your account, at our sole discretion, and may give rise to legal claims for damages.

### 2.3 Account Security and Confidentiality

- You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password.
- You agree to:
  - Immediately notify us at [info@educ8.online](mailto:info@educ8.online) of any unauthorized access or suspicious activity related to your account.
  - Take reasonable measures to secure your login details and prevent unauthorized use.
- Educ8.online and Afxants Ltd shall not be liable for any losses or damages arising from unauthorized access to your account due to your failure to safeguard your credentials.

## 2.4 User Conduct and Compliance

When using Educ8.online, you agree to:

- Use the Platform strictly for lawful, personal, and non-commercial purposes, unless explicitly authorized by Afxants Ltd (e.g., as an authorized affiliate).
- Comply with all applicable laws and regulations, including but not limited to:
  - European Union regulations (e.g., MiFID II, GDPR, DSA)
  - National laws of Cyprus and your own jurisdiction
  - International treaties relevant to copyright, data protection, and financial services.
- Refrain from engaging in any prohibited activities, including but not limited to:
  - Attempting to reverse-engineer, decompile, disassemble, or otherwise tamper with the Platform, its underlying technology, or proprietary tools.
  - Using automated systems (e.g., bots, spiders, or data-scraping tools) to access or extract data without express written consent from Educ8.online.
  - Uploading, transmitting, or distributing viruses, malware, or any other harmful software.
  - Interfering with the proper functioning of the Platform or engaging in any activity that could damage, disable, or impair our infrastructure.
  - Impersonating another individual or entity, or misrepresenting your affiliation with Educ8.online or Afxants Ltd.
  - Violating any intellectual property or proprietary rights belonging to Educ8.online, Afxants Ltd, our licensors, or third parties.

## 2.5 Monitoring and Enforcement

- Educ8.online reserves the right to monitor user activity on the Platform to ensure compliance with these Terms and to investigate any suspected violations.
- We may, at our sole discretion and without notice, suspend or terminate your access to the Platform if we determine that you have violated these Terms, any applicable laws, or our policies.
- We reserve the right to cooperate with law enforcement or regulatory authorities as required to ensure the integrity and lawful operation of our services.

## 2.6 No Circumvention of Security Measures

- You agree not to circumvent, disable, or otherwise interfere with any security-related features of the Platform, including access controls and encryption technologies.
- Any attempt to gain unauthorized access to restricted areas of the Platform or to circumvent security measures constitutes a material breach of these Terms and may result in legal action, including injunctive relief and claims for damages.

## 2.7 Consequences of Misconduct

- Violation of this section may result in:
    - Immediate suspension or termination of your account,
    - Permanent ban from accessing the Platform,
    - Civil or criminal liability,
    - Claims for injunctive relief or damages by Educ8.online and/or Afxants Ltd.
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## 3. Services Provided

### 3.1 Scope of Services

Educ8.online is a digital educational and research platform operated by Afxants Ltd. Our services include, but are not limited to:

- **Educational Resources:** Access to curated eBooks, articles, tutorials, webinars, CPD seminars, and online courses, designed to improve financial literacy and understanding of financial markets.
- **Investment Research Packages:** Subscriptions to in-depth market research, data analytics, real-time market data, proprietary trading tools, and periodic investment strategy updates.
- **Affiliate Program:** A structured program governed by our Comprehensive Guidelines for Affiliates, offering registered users the opportunity to promote Educ8.online's services and earn commissions.
- **CPD (Continuing Professional Development) Seminars:** Professional-level seminars and certifications to enhance financial knowledge and professional competence.

We reserve the right to introduce new services or modify existing offerings at our sole discretion and without prior notice, as required for operational, legal, or technical reasons.

### 3.2 Educational and Informational Nature of Services

- **No Investment or Financial Advice:**

All services provided by Educ8.online, including educational materials, market analysis tools, and investment research packages, are intended strictly for educational and informational purposes only.

Educ8.online and Afxants Ltd do not provide personalized investment advice, portfolio management, or any regulated financial services under applicable European Union or Cypriot financial regulations (including, but not limited to, MiFID II).

Any decisions based on the Platform's content or tools are made solely at your own risk.

- **Independent Financial Advice Encouraged:**

Users are strongly encouraged to seek independent, professional financial advice from licensed financial advisors or institutions before making any investment or trading decisions.

### 3.3 Reliability of Market Data and Information

- Data, prices, and other information displayed on Educ8.online are derived from public sources and third-party data providers deemed to be reliable.
- While we endeavor to ensure the accuracy, timeliness, and completeness of such information, we expressly disclaim any liability for errors, omissions, or inaccuracies.
- Users acknowledge and agree that Educ8.online is not liable for any reliance on such information or for any resulting losses.

### 3.4 Changes, Updates, and Discontinuation

- **Dynamic Nature of Content:**

The information, research, and educational materials offered on Educ8.online are subject to change without notice, reflecting market dynamics, regulatory updates, or internal assessments.

- **Service Modifications:**

Educ8.online reserves the right to update, modify, or discontinue any service, feature, or content at any time, at our sole discretion, without liability to users.

### 3.5 Use of Third-Party Tools and Content

- The Platform may include third-party content, tools, widgets, or links to external sites. These are provided for user convenience and to enhance your learning experience.

- Educ8.online does not guarantee the accuracy, legality, or reliability of third-party content and disclaims any liability arising from its use.
- Users are advised to review the terms of third-party services independently.

### 3.6 User Responsibility for Compliance and Suitability

- Users are solely responsible for:
  - Evaluating the suitability and relevance of the educational materials, research, and tools provided by Educ8.online in light of their own financial circumstances, risk tolerance, and investment goals.
  - Complying with any legal or regulatory requirements applicable to their jurisdiction.
- Educ8.online does not guarantee that the services or content are suitable for all users, nor do we assume any responsibility for the consequences of their use.

### 3.7 No Guarantees of Results or Profit

- Educ8.online makes no representations or warranties that the use of its services or materials will lead to successful trading outcomes, profits, or the avoidance of financial losses.
- Past performance is not indicative of future results, and all tools and information are provided on an “as is” and “as available” basis.

### 3.8 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Limit or restrict user access to specific features or services at their sole discretion.
  - Monitor and audit usage patterns to ensure compliance with these Terms and to maintain the integrity of the Platform.

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## 4. No Investment Advice

### 4.1 Strictly Educational and Informational Purpose

All services, content, tools, and materials made available through Educ8.online—including but not limited to market data, investment research packages, webinars, eBooks, articles, CPD seminars, and analytical tools—are provided solely for educational and informational purposes.

Educ8.online and Afxants Ltd do not provide:

- Personalized investment advice, financial advice, or portfolio management services.
- Recommendations or endorsements of specific financial instruments, products, or strategies.
- Any services that constitute regulated investment advice or portfolio management under Directive 2014/65/EU (MiFID II), the Cyprus Investment Services and Activities and Regulated Markets Law (Law 87(I)/2017), or other applicable financial services regulations.

#### 4.2 No Client-Advisor Relationship

- Your use of Educ8.online does not create any form of fiduciary, advisory, or client relationship between you and Afxants Ltd or any of its affiliates.
- No content on the Platform shall be interpreted as personalized advice tailored to your financial situation, risk appetite, or investment objectives.

#### 4.3 No Offer or Solicitation

- Nothing on Educ8.online constitutes, or should be construed as:
  - An offer to sell, buy, or subscribe to any financial instruments,
  - A solicitation to participate in any trading or investment activity,
  - A recommendation to enter into any transaction or financial arrangement.
- Any explicit or implicit reference to investment ratings, such as “BUY” or “Strong BUY,” “SELL” or “Strong SELL,” whether directly or indirectly stated, does not constitute personalized investment advice or a recommendation. These expressions reflect the results of investment research and the theoretical interpretation of the analysis as part of the Platform’s informational resources only. They do not constitute any form of advice or personalized recommendation to make investment decisions.
- While Educ8.online strives to provide users with transparent, relevant, and comprehensive insights — including through the “Private Analyst” feature, which is designed to help filter and highlight information — it is ultimately the user’s sole responsibility to:
  - Carefully evaluate the Platform’s content,
  - Consider their individual capacity, risk tolerance, and understanding,



- Conduct any further independent research or consult qualified professionals before taking investment or financial actions.
- All decisions and actions taken by users based on the Platform's content or resources are made entirely at their own risk and discretion.

#### 4.4 User Responsibility for Independent Decision-Making

- Users are solely responsible for conducting their own independent research, due diligence, and risk assessments before making any financial decisions.
- We strongly encourage users to consult with independent, licensed financial advisors or other professional experts before engaging in trading, investing, or similar activities.

#### 4.5 Risks Inherent to Financial Activities

- Trading and investing in financial instruments—particularly derivatives such as CFDs, options, and leveraged products—carry a high degree of risk, including the potential for significant or total loss of invested capital.
- Users must understand and accept that the value of investments can fluctuate, and past performance is not indicative of future results.

#### 4.6 No Reliance on Platform Content

- Users acknowledge and agree that:
  - All tools, data, and market information on the Platform are general in nature and do not consider the specific financial circumstances of individual users.
  - Any reliance on information obtained through Educ8.online is at the user's sole risk.
  - Educ8.online and Afxants Ltd disclaim any liability for direct, indirect, or consequential losses arising from reliance on the Platform's content or services.

#### 4.7 Third-Party Disclaimers

- Where the Platform references or integrates third-party data, news feeds, analysis, or external tools, such content is:
  - Provided for convenience and educational enhancement only.
  - Not controlled, verified, or endorsed by Educ8.online or Afxants Ltd.
- Users should always verify third-party content independently before making any financial decisions.

#### 4.8 Affiliate and Marketing Content

- Affiliates and promotional partners of Educ8.online are expressly prohibited from:
  - Representing the Platform as a provider of personalized investment advice.
  - Making any promises of financial gains or guaranteed outcomes to prospective users.
- All promotional content by affiliates must comply with the Comprehensive Guidelines for the Affiliate Dashboard, ensuring transparent, accurate, and legally compliant messaging.

#### 4.9 Reservation of Rights and Limitations of Liability

- Educ8.online and Afxants Ltd expressly reserve the right to:
    - Update, modify, or remove any content, feature, or tool on the Platform at any time, at their sole discretion, without incurring liability.
    - Take any legal or technical measures deemed necessary to protect their rights and the integrity of the Platform.
  - In no event shall Educ8.online or Afxants Ltd be liable for:
    - Any trading or investment losses.
    - Any damages arising from reliance on educational or informational content provided on the Platform.
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### **5. Pricing and Recurring Billing**

#### 5.1 Pricing Structure and Subscription Packages

- Educ8.online offers access to its digital educational resources and investment research packages on a subscription basis.
- Users may select from various subscription packages (e.g., Silver, Gold, and Platinum), each of which provides a distinct level of access to the Platform's educational resources, market insights, and tools.
- The fees for each subscription package, as well as any applicable taxes or VAT (based on your jurisdiction), are clearly displayed during the registration or checkout process.

#### 5.2 Recurring Billing Authorization

- By subscribing to any of the services offered by Educ8.online, you explicitly authorize the Platform and its authorized third-party payment processors (e.g., PayPal, Revolut, credit/debit card processors) to automatically charge the applicable subscription fee to your designated payment method at the beginning of each billing cycle.
- Billing cycles may be monthly, quarterly, semi-annual, or annual, depending on the selected package.

### 5.3 Automatic Renewal of Subscriptions

- All subscriptions to Educ8.online services are automatically renewed at the end of each billing cycle, unless you proactively cancel or modify your subscription before the renewal date.
- Automatic renewal ensures uninterrupted access to the Platform's tools and educational resources.

### 5.4 User Responsibility for Payment Information

- You are solely responsible for:
  - Ensuring that your payment information is accurate, current, and valid at all times.
  - Updating your payment details promptly if they change or become invalid (e.g., expired cards, closed bank accounts).
- Failure to maintain accurate payment information may result in service interruptions or suspension of your account until valid payment details are provided.

### 5.5 Failed or Declined Payments

- If a payment attempt is declined or fails (e.g., due to insufficient funds, expired payment methods, or incorrect details), you will be notified via email and/or Platform notification.
- Educ8.online may attempt to reprocess the payment within a reasonable grace period (e.g., 5 days).
- If payment remains unsuccessful, Educ8.online reserves the right to:
  - Suspend or terminate your access to the subscribed services,
  - Seek any legally available remedies for unpaid fees, including collection measures and claims for damages.

## 5.6 Managing Subscriptions and Billing Preferences

- Users can manage, modify, or cancel their subscriptions at any time by logging into their Educ8.online personal profile and accessing the Billing section.
- Subscription changes (e.g., upgrades, downgrades, or cancellations) will take effect at the start of the next billing cycle.

## 5.7 Cancellation of Recurring Billing

- If you wish to cancel your recurring billing, you must do so before the renewal date to avoid charges for the subsequent billing period.
- Upon cancellation, you will retain access to the subscribed services until the end of the current billing cycle.
- No refunds will be issued for unused portions of the subscription period, unless otherwise required by applicable consumer protection laws.

## 5.8 Refunds and Finality of Payments

- Due to the digital and immediate nature of the services provided, no refunds will be issued once access to educational materials, investment research packages, or proprietary tools has been granted, except as required by law.
- Users acknowledge and agree that all payments made for subscription services are final and non-refundable once the content has been accessed.

## 5.9 Communication of Billing Changes

- Users will receive automated email notifications (as exemplified in the attached email templates) at least 7 days prior to each recurring billing date, providing details of upcoming charges and how to disable automatic billing if desired.
- Educ8.online reserves the right to update or modify subscription fees for any of its packages at its sole discretion.
- Any changes to subscription fees will be communicated to users at least 30 days in advance and will apply to the next billing cycle.

## 5.10 External Payment Processors

- All payments are processed by secure, PCI-DSS-compliant third-party processors.
- Educ8.online does not store or have direct access to your sensitive payment information (e.g., credit card numbers, bank account details).

- By using our payment processors, you also agree to be bound by their terms and conditions.

#### 5.11 Currency and Exchange Rates

- All fees are charged in Euros (EUR), unless otherwise specified.
- If your payment method operates in a different currency, your payment provider may apply currency conversion fees or use their prevailing exchange rates.
- Educ8.online disclaims any responsibility for discrepancies arising from such conversions or additional fees charged by your payment provider.

#### 5.12 Tax Compliance

- Depending on your jurisdiction, subscription fees may be subject to applicable taxes, VAT, or similar charges.
- You are responsible for paying any applicable taxes and ensuring compliance with your local tax obligations.

#### 5.13 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Suspend or terminate subscriptions for non-payment or suspected fraudulent activity.
  - Take any legal measures necessary to recover unpaid subscription fees.
  - Update this section to reflect changes in billing practices, applicable laws, or operational requirements.

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## 6. Accuracy of Information and Data Sources

### 6.1 Reliance on Public and Third-Party Data

- All data, market prices, research materials, performance metrics, and analytical insights made available on Educ8.online are derived from a combination of publicly available sources, third-party data providers, and proprietary methodologies.
- While these sources are deemed to be reliable, neither Educ8.online nor Afxants Ltd makes any representations, warranties, or guarantees regarding the completeness, accuracy, timeliness, or reliability of the information provided.

## 6.2 No Warranty for Accuracy or Completeness

- The Platform's content is provided on an "as is" and "as available" basis, without any express or implied warranties.
- Neither Educ8.online nor Afxants Ltd shall be held responsible or liable for:
  - Inaccuracies, errors, or omissions in market data, prices, or other content.
  - Delays or interruptions in data transmission, display, or updates, whether caused by system failures, third-party data feeds, or other factors.
  - Any decisions or actions you take based on such information, which remain entirely at your own risk.

## 6.3 Potential for Data Discrepancies and Delays

- Users acknowledge and agree that:
  - Market data and analysis tools provided on Educ8.online may be subject to time lags, latency, or discrepancies compared to live market conditions.
  - Factors such as technical limitations, internet connectivity, and third-party data integration may impact the speed and accuracy of information delivery.
  - Simulated performance data, backtesting tools, and historical performance metrics do not guarantee future results and may not account for real-world trading conditions, including slippage, execution delays, or liquidity constraints.

## 6.4 No Obligation to Update or Correct

- Educ8.online does not undertake any obligation to update, correct, or supplement the content, data, or research materials displayed on the Platform, except as required by applicable law.
- Users should independently verify any information relied upon for decision-making and consult additional reputable sources as appropriate.

## 6.5 Limitation of Liability for Data Reliance

- To the maximum extent permitted by applicable law, Educ8.online and Afxants Ltd disclaim any liability for direct, indirect, consequential, or incidental damages arising from:
  - Use of or reliance on any market data, price feeds, research content, or analytical tools displayed on the Platform.

- Any trading, investment, or business decisions you make based on such information.
- Any loss or damage, including financial or reputational losses, resulting from data inaccuracies or errors.

#### 6.6 User Responsibility for Verification

- Users are solely responsible for:
  - Evaluating the accuracy, completeness, and relevance of information presented on Educ8.online.
  - Conducting their own independent research, due diligence, and risk assessments prior to relying on any data or making any financial decisions.
  - Consulting independent, qualified professionals (e.g., licensed financial advisors or legal experts) when needed to interpret or apply data presented on the Platform.

#### 6.7 Third-Party Data and External Resources

- Some data and analytical content on the Platform may be:
  - Provided or licensed by third-party vendors or linked to external websites.
  - Governed by third-party terms of use or licensing arrangements beyond the control of Educ8.online.
- Educ8.online does not guarantee the ongoing availability, accuracy, or legality of third-party data and disclaims any liability for your reliance on such data.

#### 6.8 No Guarantee of Error-Free Data

- While Educ8.online strives to maintain accurate, reliable, and secure data presentation, we do not warrant that the data will be error-free, uninterrupted, or fully secure at all times.
- Users acknowledge and accept the inherent limitations of digital data transmission and agree to bear all associated risks of relying on such data.

#### 6.9 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Modify, update, or remove any data, content, or analytical tools at their sole discretion and without prior notice.

- Take any actions necessary to protect the integrity and reliability of the Platform, including suspending or restricting access to specific data sets or third-party feeds if needed.
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## **7. Intellectual Property**

### **7.1 Ownership of Content and Platform**

- All content and materials made available through Educ8.online—including but not limited to text, images, videos, software, data, market research reports, educational modules, proprietary algorithms, analytical tools, and design elements—are the exclusive property of Educ8.online and Afxants Ltd or their respective licensors and content providers.
- Such content is protected by international copyright laws (including the Berne Convention and WIPO Copyright Treaty), EU Directives (including Directive 2001/29/EC on copyright in the information society), and national copyright and intellectual property laws in Cyprus and other applicable jurisdictions.

### **7.2 Limited License for Personal Use**

- Subject to your compliance with these Terms, Educ8.online grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform's content and tools solely for your personal, non-commercial, educational purposes.
- This license does not transfer any ownership rights or intellectual property interests to you.

### **7.3 Prohibited Uses**

Without prior written consent from Educ8.online or Afxants Ltd, you are expressly prohibited from:

- Reproducing, copying, modifying, adapting, distributing, publishing, transmitting, publicly displaying, or otherwise exploiting any content from the Platform for commercial purposes or in a manner that infringes intellectual property rights.
- Reverse-engineering, decompiling, disassembling, or creating derivative works from any software, algorithms, or proprietary tools used on the Platform.
- Removing, obscuring, or altering any copyright notices, watermarks, or proprietary rights statements attached to the content.



#### 7.4 Use of Third-Party Content

- The Platform may incorporate or provide access to content owned or licensed by third-party providers. Such content remains the intellectual property of the respective third-party owners and is protected by their licensing terms and applicable law.
- You are solely responsible for ensuring compliance with any applicable third-party license agreements and disclaimers related to such content.

#### 7.5 DMCA and Copyright Infringement Complaints

- Educ8.online respects the intellectual property rights of others and has implemented procedures to address alleged copyright infringements, consistent with the Digital Millennium Copyright Act (DMCA) and international best practices.
- If you believe that your copyrighted material has been used without authorization on the Platform, you may submit a DMCA Notice in accordance with the procedures outlined in our Copyright Policy, including:
  - Identification of the copyrighted work allegedly infringed.
  - A detailed description of the infringing material and its location on the Platform.
  - Your contact information and a statement of good faith.
  - Your physical or electronic signature.

Upon receipt of a valid DMCA Notice, Educ8.online will:

- Promptly investigate the claim,
- Remove or disable access to the allegedly infringing material, and
- Notify the responsible party, allowing for a counter-notification if applicable.

#### 7.6 Enforcement of Intellectual Property Rights

- Educ8.online and Afxants Ltd actively monitor and enforce their intellectual property rights.
- Unauthorized use of content or proprietary materials may result in civil and criminal penalties, including:
  - Injunctive relief,
  - Claims for damages and lost profits,
  - Recovery of legal costs and expenses.

## 7.7 No Waiver of Rights

- Failure by Educ8.online or Afxants Ltd to enforce any provision of this section shall not constitute a waiver of our rights or remedies in any other instance or against any other user.

## 7.8 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve all rights not expressly granted herein, including the right to:
    - Update or modify the Platform's content or features at their sole discretion.
    - Take any legal action deemed necessary to protect their intellectual property rights.
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# 8. Prohibited Activities

## 8.1 Overview

To protect the integrity of the Platform and ensure compliance with applicable laws, users are expressly prohibited from engaging in any conduct that violates these Terms or the rights of Educ8.online, Afxants Ltd, or third parties. Prohibited activities include but are not limited to the following:

## 8.2 Unauthorized Commercial Use and Exploitation

- Using the Platform's content, data, or tools for commercial gain, including resale, sublicensing, or redistribution, without express written consent from Afxants Ltd.
- Reproducing, copying, modifying, distributing, publishing, or publicly displaying any part of the Platform's content for commercial purposes or personal gain.

## 8.3 Reverse Engineering and Circumvention

- Attempting to reverse-engineer, decompile, disassemble, modify, or create derivative works from any part of the Platform, its proprietary software, algorithms, or analytical tools.
- Circumventing or attempting to circumvent any security features, access controls, or technological protection measures implemented to safeguard the Platform and its content.

#### 8.4 Automated Data Collection and Interference

- Using automated systems, scripts, bots, spiders, data-mining tools, or other similar methods to access, collect, or scrape data from the Platform without explicit written authorization.
- Engaging in any activity that disrupts, damages, or interferes with the proper functioning of the Platform, its servers, or its networks, including uploading viruses, malware, or harmful code.

#### 8.5 Misrepresentation and Impersonation

- Impersonating any person or entity, including Educ8.online, Afxants Ltd, their staff, affiliates, or other users.
- Falsely implying an affiliation or endorsement by Educ8.online or misrepresenting your identity, credentials, or authority in any way.

#### 8.6 Violation of Intellectual Property and Proprietary Rights

- Infringing on the intellectual property rights of Educ8.online, Afxants Ltd, or any third-party licensors, including unauthorized use of copyrighted materials, trademarks, or proprietary information.
- Removing, altering, or obscuring copyright, trademark, or other proprietary notices displayed on the Platform's content or materials.

#### 8.7 Unlawful, Harmful, or Abusive Conduct

- Engaging in any illegal, fraudulent, or deceptive activities using the Platform or its services.
- Posting, sharing, or transmitting content that is defamatory, obscene, harassing, offensive, discriminatory, or otherwise in violation of applicable laws or these Terms.
- Soliciting or facilitating any activities that promote violence, exploitation, or harm to others.

#### 8.8 Violation of Affiliate Guidelines

- Affiliates must adhere strictly to the Comprehensive Guidelines for Affiliates, including transparency in promotional practices and honest representation of the Platform's services.

- Misleading statements, exaggerated claims, or spam-based promotional practices by affiliates are expressly prohibited and may result in termination of affiliate status and legal action.

#### 8.9 Compliance with Laws and Export Controls

- Users shall comply with all applicable local, national, and international laws and regulations, including but not limited to export control, data protection, and financial services laws.
- Users shall not use the Platform in any jurisdiction or for any purpose prohibited by applicable export control regulations or sanctions regimes.

#### 8.10 Consequences of Prohibited Activities

- Educ8.online and Afxants Ltd reserve the right to:
  - Immediately suspend or terminate any user account found to be in violation of these Terms.
  - Pursue any available legal remedies for damages, injunctive relief, and recovery of costs and fees arising from unauthorized or prohibited activities.
  - Report suspected illegal activities to law enforcement or regulatory authorities as required by applicable law.

#### 8.11 No Waiver of Enforcement

- Any failure by Educ8.online or Afxants Ltd to enforce any aspect of this section does not constitute a waiver of their right to do so in the future.

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## 9. Affiliate Program

### 9.1 Overview of the Affiliate Program

- Educ8.online operates an Affiliate Program that allows eligible users (“Affiliates”) to earn commissions by promoting the Platform’s services and referring new users.
- Participation in the Affiliate Program is voluntary and governed by these Terms and the Comprehensive Guidelines for Affiliates, which form an integral part of this agreement.

## 9.2 Eligibility and Registration

- To participate as an Affiliate, you must:
  - Be at least 18 years old and legally capable of entering into binding agreements.
  - Register through the Platform's dedicated Affiliate Dashboard and provide accurate, up-to-date information as required.
  - Accept and agree to abide by the Comprehensive Guidelines for Affiliates, these Terms, and all applicable laws and regulations.
- Educ8.online reserves the right to approve, reject, or suspend Affiliate accounts at its sole discretion.

## 9.3 Ethical Promotional Practices

- Affiliates must adhere to strict ethical standards in promoting Educ8.online. Specifically, Affiliates shall:
  - Accurately represent the Platform's services and avoid any misleading, deceptive, or exaggerated claims.
  - Clearly disclose their affiliate relationship when sharing links or promotional materials, in line with applicable advertising and consumer protection laws (e.g., EU Digital Services Act, FTC guidelines for U.S. affiliates).
  - Use only approved marketing materials and respect all brand guidelines provided by Educ8.online.

## 9.4 Prohibited Affiliate Activities

Affiliates are expressly prohibited from:

- Making unsubstantiated income claims or suggesting that use of the Platform guarantees financial success.
- Engaging in spam-based or automated mass communication tactics (e.g., unsolicited emails, bots, bulk social media messages).
- Misrepresenting their affiliation or suggesting endorsement by Educ8.online beyond the scope of the Affiliate Program.
- Using infringing or unauthorized content (e.g., copyrighted materials or third-party trademarks without permission).

- Promoting the Platform in a manner that violates applicable laws or regulations, including those relating to financial promotions.

#### 9.5 Commission Structure and Payment Terms

- The commission structure, payment schedule, and thresholds are detailed within the Comprehensive Guidelines for Affiliates.
- Educ8.online reserves the right to amend commission rates or structures at its sole discretion, with reasonable notice provided to Affiliates.
- Affiliates are responsible for complying with all tax obligations in their jurisdictions related to earned commissions.

#### 9.6 Data Privacy and Affiliate Conduct

- Affiliates must handle any personal data collected or shared as part of their promotional activities in full compliance with:
  - The General Data Protection Regulation (GDPR),
  - The Cyprus Data Protection Law, and
  - Any other applicable data privacy and protection laws.
- Affiliates shall not misuse user data or engage in unauthorized sharing, sale, or disclosure of user information.

#### 9.7 Monitoring and Enforcement

- Educ8.online actively monitors Affiliate activities to ensure compliance with these Terms and the Comprehensive Guidelines for Affiliates.
- Affiliates acknowledge and agree that:
  - Non-compliance may result in suspension or termination of Affiliate status and forfeiture of unpaid commissions.
  - Serious breaches (e.g., fraud, misrepresentation, IP infringement) may lead to legal action, including claims for damages and recovery of legal costs.

#### 9.8 Termination of Affiliate Participation

- Educ8.online may terminate or suspend any Affiliate's participation immediately and without notice if it determines, at its sole discretion, that the Affiliate has:
  - Violated these Terms or the Comprehensive Guidelines,

- Engaged in prohibited conduct, or
- Acted in a manner detrimental to the reputation or interests of Educ8.online or Afxants Ltd.
- Upon termination, the Affiliate shall:
  - Cease all promotional activities related to Educ8.online,
  - Remove all promotional materials and links from their platforms, and
  - Forfeit any unpaid commissions related to improper activities.

#### 9.9 Reservation of Rights

- Educ8.online and Afxants Ltd reserve the right to:
  - Update the Affiliate Program terms or Guidelines at any time,
  - Modify or discontinue the Affiliate Program entirely at their discretion,
  - Pursue legal remedies for any losses, reputational harm, or regulatory non-compliance caused by Affiliate misconduct.

#### 9.10 No Agency or Partnership

- Participation in the Affiliate Program does not create any form of agency, partnership, joint venture, or employment relationship between the Affiliate and Educ8.online or Afxants Ltd.
- Affiliates have no authority to bind or represent Educ8.online in any manner beyond the scope of the Affiliate Program.

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## 10. Service Interruptions and Updates

### 10.1 No Guarantee of Continuous Access

- Educ8.online strives to maintain a reliable, secure, and continuously available platform. However, due to the inherent nature of digital and internet-based services, the Platform and its services are provided on an “as is” and “as available” basis.
- Educ8.online and Afxants Ltd do not guarantee:
  - Uninterrupted or error-free access to the Platform,

- That the Platform will always be available or free from defects, technical disruptions, or vulnerabilities.

## 10.2 Circumstances Affecting Service Availability

- Educ8.online shall not be liable for any temporary or extended unavailability of services or content due to:
  - Scheduled maintenance, updates, or enhancements,
  - Unforeseen technical failures or system outages,
  - Acts of God or force majeure events, including natural disasters, wars, strikes, or internet disruptions beyond the control of Educ8.online and Afxants Ltd.
- Educ8.online will make reasonable efforts to inform users of planned maintenance and expected service downtimes.

## 10.3 User Responsibility for Connectivity

- Users acknowledge and agree that they are solely responsible for:
  - Ensuring their own internet connectivity, compatible devices, and updated software to access the Platform,
  - Any costs or losses arising from their failure to maintain such connectivity or compatible systems.

## 10.4 Updates, Modifications, and Feature Changes

- Educ8.online reserves the right, at its sole discretion, to:
  - Update, upgrade, or modify the Platform's features, content, tools, and interfaces,
  - Add, remove, or replace features, data sources, or analytical tools,
  - Implement any technical improvements, security patches, or bug fixes as deemed necessary.
- Such updates or modifications may result in temporary or permanent changes to how users access or use specific features of the Platform.



### 10.5 No Liability for Changes or Loss of Access

- To the maximum extent permitted by applicable law, Educ8.online and Afxants Ltd shall not be liable for:
  - Any loss of access, data, or content resulting from updates, feature changes, or service interruptions,
  - Any adjustments users must make (e.g., device or software updates) to continue accessing the Platform after modifications,
  - Any perceived or actual inconvenience or damages arising from these updates or temporary interruptions.

### 10.6 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Temporarily or permanently suspend all or part of the Platform, including specific tools or research features, without liability to users,
  - Restrict or limit access to users or geographic regions if necessary to comply with applicable laws, regulatory obligations, or internal operational standards.

### 10.7 User Acknowledgement of Limitations

- By using the Platform, you acknowledge and agree that:
  - The Platform's availability may vary based on external factors and internal decisions of Educ8.online,
  - You assume all risks related to interruptions or changes in service, and
  - Educ8.online and Afxants Ltd are not liable for any direct, indirect, or consequential damages resulting from such service variations.

### 10.8 Notification of Significant Changes

- Educ8.online will use reasonable efforts to notify users of significant updates or changes that substantially alter the Platform's functionality or user experience.
- Such notices may be provided via:
  - Platform notifications,
  - Email communications,
  - Updated Terms and Conditions posted on the Platform.

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## 11. Limitation of Liability

### 11.1 General Limitation

To the maximum extent permitted by applicable law, Educ8.online, Afxants Ltd, and their respective directors, officers, employees, agents, contractors, affiliates, licensors, and data providers shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to:

- Your access to or use of the Platform,
- Any inability to access or use the Platform,
- Reliance on any content, data, analysis, or information provided through the Platform,
- Any errors, inaccuracies, or omissions in Platform content,
- Any loss of data, business interruption, or system failures,
- Any decision or action you take based on Platform information, whether made independently or in reliance upon any feature of the Platform.

### 11.2 Exclusion of Certain Damages

Without limiting the generality of the foregoing, Educ8.online and Afxants Ltd expressly disclaim liability for:

- Lost profits, revenues, or anticipated savings,
- Loss of goodwill or business opportunities,
- Loss or corruption of data (including user-generated data, personal information, and analytics data),
- Any indirect, consequential, or incidental damages resulting from the use or misuse of the Platform or its content.

### 11.3 No Warranty of Outcomes or Profitability

- Educ8.online provides educational and informational services only and does not guarantee any specific outcomes, results, or profitability arising from the use of the Platform's content or tools.
- Users acknowledge that trading and investing involve substantial risks, and past performance is not indicative of future results.

#### 11.4 Third-Party Content and External Resources

- The Platform may incorporate, reference, or provide access to third-party content, external tools, or data sources.
- Educ8.online and Afxants Ltd make no representations or warranties as to the accuracy, completeness, legality, or reliability of third-party content and disclaim any liability for damages arising from reliance on such third-party materials.
- Users are solely responsible for independently verifying and assessing third-party information before relying on it.

#### 11.5 Reasonable Measures but No Absolute Security

- Educ8.online implements reasonable security measures to protect the integrity of the Platform and user data.
- However, users acknowledge that no online system can be guaranteed to be fully secure or error-free, and Educ8.online and Afxants Ltd disclaim liability for any unauthorized access, data breaches, or loss of information.

#### 11.6 Jurisdictional Limitations

- Some jurisdictions do not allow the exclusion or limitation of certain types of damages (e.g., consumer protection statutes).
- In such jurisdictions, the liability of Educ8.online and Afxants Ltd shall be limited to the maximum extent permitted by applicable law.

#### 11.7 User Responsibility for Independent Risk Management

- Users are solely responsible for conducting their own due diligence, research, and risk assessments before relying on any content or making any decisions based on information from the Platform.
- Educ8.online strongly encourages users to seek independent professional advice before engaging in any financial or trading activity.

#### 11.8 Indemnity and Hold Harmless

- Users agree to indemnify, defend, and hold harmless Educ8.online, Afxants Ltd, and their affiliates against any claims, liabilities, damages, or costs (including reasonable legal fees) arising from:
  - User's violation of these Terms,

- User's violation of applicable laws, or
- User's unauthorized or unlawful use of the Platform.

### 11.9 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
    - Take all necessary legal actions to protect their interests, including seeking injunctive relief, damages, and recovery of costs,
    - Update or modify this Limitation of Liability section as necessary to reflect changes in applicable law or operational needs.
- 

## 12. Data Protection and Cookies

### 12.1 Commitment to Data Privacy and Protection

- Educ8.online and Afxants Ltd are committed to protecting the privacy and security of personal data in accordance with:
  - The General Data Protection Regulation (GDPR),
  - The Cyprus Data Protection Law, and
  - Any other applicable data protection and privacy legislation.
- Our data processing activities are detailed in the Privacy Policy, which forms an integral part of these Terms.

### 12.2 Collection and Processing of Personal Data

- By accessing and using the Platform, you acknowledge and agree that Educ8.online may collect, process, and store personal data as described in the Privacy Policy, including but not limited to:
  - Registration details (e.g., name, email address, phone number),
  - Payment and billing information (processed via third-party processors),
  - Usage data (e.g., log files, IP addresses, device information),
  - Communication preferences and affiliate tracking data.
- Data is processed for legitimate purposes such as:
  - Providing and managing Platform services,

- Improving Platform functionality and user experience,
- Ensuring security, preventing fraud, and complying with legal obligations.

### 12.3 Legal Basis for Data Processing

- Data is processed under one or more of the following legal bases, as required by the GDPR and relevant data protection laws:
  - Performance of a contract (providing Platform services),
  - Compliance with legal obligations,
  - Legitimate interests of Educ8.online (e.g., ensuring security and preventing misuse),
  - User consent (e.g., for marketing communications and certain cookies).

### 12.4 Data Security Measures

- Educ8.online implements reasonable technical and organizational measures to safeguard personal data against unauthorized access, alteration, disclosure, or destruction.
- While we take appropriate security measures, users acknowledge that no digital platform can be fully immune to security risks and data breaches.

### 12.5 Data Sharing and Third-Party Processors

- In accordance with the Privacy Policy, Educ8.online may share personal data with trusted third-party processors and partners (e.g., payment processors, cloud service providers, analytics tools) solely for legitimate purposes necessary to provide the services.
- Where personal data is transferred outside the European Economic Area (EEA), such transfers are conducted in compliance with applicable data protection safeguards (e.g., Standard Contractual Clauses or adequacy decisions).

### 12.6 User Rights Under Data Protection Laws

- Users have the following rights under the GDPR and applicable data protection laws:
  - Right of access to their personal data,
  - Right to rectification of inaccuracies,
  - Right to erasure (the “right to be forgotten”),
  - Right to restrict processing,

- Right to data portability,
  - Right to object to certain processing activities,
  - Right to lodge a complaint with the relevant supervisory authority (e.g., the Cyprus Commissioner for Personal Data Protection).
- Users may exercise these rights by contacting us at [info@educ8.online](mailto:info@educ8.online).

#### 12.7 Cookies and Tracking Technologies

- Educ8.online uses cookies and similar tracking technologies in accordance with the Cookies Policy, which forms part of these Terms.
- Cookies are used for purposes such as:
  - Ensuring proper Platform functionality,
  - Improving user experience,
  - Analyzing site traffic and user behavior,
  - Delivering targeted advertising (where applicable and with user consent).
- Users may manage cookie preferences at any time through:
  - The Platform's cookie consent banner,
  - Browser settings to block or delete cookies.

#### 12.8 User Consent and Control

- By using the Platform, you consent to the use of cookies and the processing of your personal data as described in the Privacy Policy and Cookies Policy.
- Users have the right to withdraw consent at any time for processing activities based solely on consent, without affecting the lawfulness of processing based on prior consent.

#### 12.9 Data Retention

- Personal data is retained for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable legal, accounting, or regulatory obligations.
- Once no longer required, data will be securely deleted or anonymized.

#### 12.10 Reservation of Rights and Updates

- Educ8.online and Afxants Ltd reserve the right to update or amend the Privacy Policy and Cookies Policy to reflect changes in legal obligations, technological advances, or operational practices.
  - Any significant updates will be communicated to users in a timely and transparent manner.
- 

### 13. Legal Jurisdiction

#### 13.1 Governing Law

- These Terms, along with all related policies and agreements incorporated by reference, shall be governed by and construed in accordance with the laws of the Republic of Cyprus.
- This choice of law applies without regard to any principles of conflict of laws that would result in the application of the laws of another jurisdiction.

#### 13.2 Exclusive Jurisdiction

- Users agree that any disputes, claims, or legal proceedings arising out of or in connection with these Terms or their use of Educ8.online shall be exclusively subject to the jurisdiction of the competent courts of the Republic of Cyprus.
- Users waive any objection to such jurisdiction, including on grounds of forum non conveniens or similar doctrines.

#### 13.3 Venue for Dispute Resolution

- The primary venue for all legal actions, claims, or disputes shall be the District Court of Limassol, unless otherwise required by mandatory law.
- However, Educ8.online and Afxants Ltd reserve the right to seek injunctive relief or urgent interim measures in any court of competent jurisdiction if necessary to protect their rights or interests (e.g., to stop IP infringement or data breaches).

#### 13.4 Compliance with Applicable Laws

- Users are responsible for ensuring that their access to and use of Educ8.online comply with all applicable laws, regulations, and licensing requirements in their jurisdiction.

- If local laws prohibit or restrict the use of the Platform’s services or content, users must immediately discontinue their use.

### 13.5 Language of the Agreement

- These Terms, as well as any notices and communications related thereto, shall be executed in English.
- In the event of any discrepancy or conflict between a translated version and the English version, the English version shall prevail and be the legally binding document.

### 13.6 Cross-Border Access and No Conflict

- Educ8.online operates as a cross-border digital education platform.
- Users acknowledge that accessing the Platform from jurisdictions with differing legal frameworks does not alter the exclusive application of Cypriot law and jurisdiction to these Terms, unless such exclusive application would violate mandatory legal rights of consumers under applicable EU law (e.g., Brussels I Regulation (Recast) for consumer protection).

### 13.7 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Enforce their rights in any jurisdiction if required by the nature of the dispute or the location of the infringing party,
  - Cooperate with regulatory authorities and law enforcement as required by applicable law in any jurisdiction.

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## 14. Changes to Terms

### 14.1 Right to Amend

- Educ8.online and Afxants Ltd expressly reserve the right to modify, update, or replace these Terms, including any associated policies (e.g., Privacy Policy, Risk Disclaimer, Affiliate Guidelines, Cookies Policy), at any time and at their sole discretion.
- Such updates may be necessary to reflect:
  - Changes in applicable laws and regulations (e.g., GDPR, MiFID II, DSA),
  - Updates to our operational practices,



- New features or modifications to the Platform's services.

#### 14.2 User Notification of Changes

- Whenever material changes are made to these Terms, Educ8.online will use reasonable efforts to:
  - Notify users through prominent Platform notices, email communications, or similar means, and
  - Provide an updated version of the Terms on the Platform, indicating the effective date of the revised Terms.
- For non-material or minor updates (e.g., clarifications, formatting), updates may be posted on the Platform without individual user notifications.

#### 14.3 User Responsibility and Acceptance of Changes

- It is your responsibility to review the most current version of the Terms regularly.
- Continued access to or use of the Platform after the effective date of the revised Terms constitutes your express acceptance of the updated Terms.
- If you do not agree to any updated Terms, you must immediately discontinue your use of the Platform.

#### 14.4 Effective Date and Version Control

- Each revised version of the Terms will include an effective date clearly indicated at the top of the document to facilitate user reference.
- In the event of any conflict between an older version of the Terms and a more recent version, the most recent version shall prevail.

#### 14.5 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Modify or discontinue any aspect of the Platform in connection with such updates, without liability to users.
  - Determine, in their sole discretion, the necessity and scope of updates to ensure ongoing compliance and operational integrity.

#### 14.6 Cross-Border Compliance

- Educ8.online recognizes the cross-border nature of its services.

- While these Terms are governed by Cypriot law, any updates will also consider applicable EU directives and global best practices to the extent relevant to international users.

#### 14.7 Limitation of Liability for Updates

- To the maximum extent permitted by applicable law, Educ8.online and Afxants Ltd disclaim any liability for:
  - Users' failure to review or understand updated Terms,
  - Any inconvenience or loss of access resulting from modifications to the Terms or Platform features.

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### 15. Contact Information

#### 15.1 Designated Contact Details

- For any questions, concerns, or inquiries regarding these Terms, related policies, or the services provided by Educ8.online, users should contact:

Afxants Ltd

Alkiviadous, 3A, Ypsonas, 4190, Limassol, Cyprus

Email: [info@educ8.online](mailto:info@educ8.online)

Telephone: +357 70000510

#### 15.2 Communication Channels

- Educ8.online provides multiple communication channels to facilitate transparent and efficient dialogue with users, including:
  - Email for official written communications and data protection-related inquiries.
  - Telephone for general queries and assistance.
  - Platform support tickets (where available) for account-specific or technical support.
- All formal notices or legal correspondence must be submitted in writing via email or postal mail to the above addresses.

### 15.3 Language of Communication

- All official communications and notices must be provided in English, unless otherwise agreed upon by both parties in writing.
- In the event of any translation or interpretation of communications, the English version shall prevail as the authoritative version.

### 15.4 User Responsibilities in Communications

- Users are responsible for:
  - Providing accurate and up-to-date contact information when communicating with Educ8.online.
  - Ensuring that communications are clear, respectful, and free from fraudulent or misleading statements.
- Educ8.online and Afxants Ltd disclaim any liability for delays or failures in communication arising from inaccurate or outdated user contact information.

### 15.5 Response Timeframes

- While Educ8.online endeavors to respond promptly to user inquiries and support requests, we do not guarantee immediate responses due to operational demands and resource limitations.
- Users acknowledge that certain legal or regulatory requests (e.g., data protection rights under the GDPR) will be prioritized in accordance with applicable legal deadlines.

### 15.6 Regulatory and Legal Correspondence

- For data protection-related inquiries (e.g., exercising rights under the GDPR), users should direct their requests to [info@educ8.online](mailto:info@educ8.online) with the subject line clearly stating "Data Protection Inquiry".
- Any legal notices or formal claims must be submitted in writing to the above email or postal address, specifying:
  - The nature of the issue or claim,
  - The relevant factual details,
  - The specific relief sought,
  - Supporting documentation or references (where applicable).

## 15.7 Reservation of Rights for Communications

- Educ8.online and Afxants Ltd reserve the right to:
  - Verify the identity of the requester before responding to inquiries, particularly for data access or modification requests.
  - Decline to respond to frivolous, abusive, or legally insufficient communications.
  - Retain copies of communications for record-keeping, compliance, and operational purposes.

## 15.8 Updates to Contact Information

- The designated contact details provided in this section are subject to change.
  - Any updates to the contact information will be published on the Platform and/or communicated to users through appropriate channels.
- 

## 16. Third-Party Links and Integrations

### 16.1 Purpose and Nature of Third-Party Links

- The Platform may include hyperlinks, integrations, or references to third-party websites, services, tools, resources, or content (“Third-Party Services”).
- These links are provided solely for user convenience or to enhance educational resources.
- Inclusion of third-party links does not imply any endorsement, sponsorship, or association between Educ8.online, Afxants Ltd, and the third-party providers.

### 16.2 No Control or Responsibility

- Users acknowledge that Educ8.online and Afxants Ltd have no control over, and assume no responsibility for, the content, privacy practices, or operational practices of third-party websites or services.
- Educ8.online disclaims any liability for:
  - Accuracy, completeness, or legality of third-party content,
  - Availability or reliability of third-party services,
  - Any losses or damages arising from reliance on, or interaction with, third-party resources.

### 16.3 User Responsibility and Due Diligence

- Users are solely responsible for:
  - Reviewing and complying with the terms of use, privacy policies, and data practices of any third-party services they choose to access through links or integrations on the Platform,
  - Conducting their own due diligence before relying on third-party resources for financial, trading, or educational decisions.

### 16.4 Third-Party Tools and Embedded Content

- The Platform may integrate third-party tools (e.g., data feeds, payment gateways, or analytics services) or embed content (e.g., videos, social media widgets) from external providers.
- Users acknowledge and agree that:
  - Use of these third-party tools or embedded content is subject to the terms and conditions of the respective third-party providers,
  - Educ8.online disclaims responsibility for any disruptions, errors, or disputes arising from the use of such third-party features.

### 16.5 No Warranty or Endorsement

- Educ8.online does not warrant or guarantee the accuracy, functionality, or security of third-party services or content.
- Any reliance by users on third-party resources is at their own risk and subject to the third party's applicable terms and disclaimers.

### 16.6 Data Sharing with Third Parties

- In certain instances, Educ8.online may share user data with trusted third-party providers (e.g., payment processors, analytics platforms) in accordance with the Privacy Policy and applicable data protection laws.
- Such sharing is limited to what is necessary to provide and improve the Platform's services.

## 16.7 No Partnership or Agency

- Users acknowledge that use of third-party links or integrations does not create any partnership, agency, or contractual relationship between Educ8.online, Afxants Ltd, and the third-party providers.
- Affiliates and users are prohibited from misrepresenting any association, agency, or partnership with third-party providers unless expressly authorized.

## 16.8 Reservation of Rights

- Educ8.online and Afxants Ltd reserve the right to:
  - Remove, suspend, or modify any third-party links, integrations, or references at their sole discretion and without prior notice,
  - Restrict or disable access to third-party resources that are deemed to pose operational, legal, or reputational risks.

## 16.9 Limitation of Liability

- To the maximum extent permitted by applicable law, Educ8.online and Afxants Ltd disclaim liability for:
    - Losses or damages incurred as a result of third-party integrations or links,
    - Any security breaches, data misuse, or privacy violations by third-party providers.
- 

## **17. User-Generated Content**

### 17.1 Scope of User-Generated Content

- Users may be permitted to contribute, post, or upload user-generated content on the Platform, including but not limited to:
  - Comments, feedback, reviews, testimonials, or other text submissions,
  - Images, graphics, or videos,
  - User profiles, portfolio updates, or community discussions (where applicable).

## 17.2 Ownership and Rights in User-Generated Content

- Users retain ownership of the intellectual property rights in their user-generated content, subject to the licenses and rights granted to Educ8.online and Afxants Ltd as set forth in this section.
- By submitting or posting content on the Platform, you grant Educ8.online and Afxants Ltd a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to:
  - Use, reproduce, distribute, display, publicly perform, modify, translate, create derivative works of, and otherwise exploit such content for operational, promotional, or improvement purposes.
- This license extends to all known or future forms of media and technology.

## 17.3 User Warranties and Representations

- By posting or submitting content, you represent and warrant that:
  - You own or have the necessary rights to submit and license such content,
  - The content does not infringe upon the intellectual property rights or other rights of any third party,
  - The content is accurate, truthful, and not misleading,
  - The content complies with applicable laws and does not contain unlawful, harmful, or offensive material.

## 17.4 Prohibited User Content

- Users are strictly prohibited from posting content that:
  - Is defamatory, obscene, offensive, hateful, or discriminatory,
  - Infringes intellectual property rights (e.g., copyright, trademarks),
  - Contains or promotes illegal, fraudulent, or deceptive activities,
  - Includes personal data of others without proper consent or legal basis,
  - Violates the Privacy Policy or any applicable data protection laws.

## 17.5 Monitoring and Moderation

- Educ8.online and Afxants Ltd reserve the right (but not the obligation) to:

- Monitor, review, or moderate user-generated content for compliance with these Terms and applicable laws,
- Remove, refuse to post, or disable access to any user content deemed in violation of these Terms, harmful to the Platform, or inconsistent with Educ8.online's mission or operational integrity,
- Take any legal action deemed necessary to protect their rights or the rights of others.

#### 17.6 No Endorsement or Obligation to Publish

- Educ8.online does not endorse or guarantee the accuracy, legality, or reliability of any user-generated content.
- Educ8.online is not obligated to publish, maintain, or retain any user-generated content on the Platform and may remove content at any time without notice.

#### 17.7 Privacy and Data Protection in User Content

- User-generated content that contains personal data is processed in accordance with the Privacy Policy and applicable data protection laws (e.g., GDPR).
- Users are responsible for ensuring that they do not disclose personal data of others without proper consent or legal justification.

#### 17.8 Indemnification for User Content

- Users agree to indemnify and hold harmless Educ8.online, Afxants Ltd, and their affiliates against any claims, damages, or liabilities arising from:
  - The submission of user-generated content,
  - Any alleged or actual infringement of third-party rights, or
  - Any violation of these Terms or applicable laws in connection with such content.

#### 17.9 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Use user-generated content in connection with marketing and promotional activities, without attribution unless required by law,
  - Adapt or translate user-generated content as needed to facilitate global accessibility and compliance.



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## 18. Communications and Notifications

### 18.1 User Consent to Electronic Communications

- By using the Platform, you expressly consent to receive electronic communications from Educ8.online and Afxants Ltd in connection with your use of the Platform and related services.
- Such communications may include:
  - Account-related notices (e.g., billing reminders, transaction confirmations, password resets),
  - Important updates to the Terms or Platform features,
  - Security and compliance alerts,
  - Promotional and marketing communications (where you have given separate consent or legitimate interest applies).

### 18.2 Methods of Communication

- Communications may be sent to you via:
  - Email,
  - Platform notifications (e.g., pop-up notices, dashboard alerts),
  - SMS or other messaging systems (where applicable and legally permissible).
- Users are responsible for ensuring that their contact details are accurate and current in their Platform profile.

### 18.3 Communication Preferences and Opt-Out

- Users may manage their preferences for marketing and promotional communications through the settings in their Educ8.online profile or by using the unsubscribe links provided in emails.
- However, essential service-related communications (e.g., billing, security alerts, legal notices) cannot be opted out of, as they are necessary for the functioning of the Platform and compliance with applicable laws.

#### 18.4 Language of Communications

- All communications, notifications, and official correspondence from Educ8.online shall be in English, unless otherwise required by applicable law or explicitly agreed in writing.
- In the event of any translation, the English version shall prevail in any disputes or legal proceedings.

#### 18.5 Delivery and Receipt of Notices

- Any notice or communication from Educ8.online is deemed delivered and received when sent to the email address or contact information provided in your Platform profile.
- Users are responsible for monitoring their email and Platform notifications for important updates and alerts.

#### 18.6 User Communications to Educ8.online

- Users may contact Educ8.online using the communication channels set out in Section 15 (Contact Information).
- All user communications should be clear, accurate, and respectful, and must not:
  - Contain unlawful, defamatory, or abusive content,
  - Misrepresent your identity or authority,
  - Violate any applicable laws or third-party rights.

#### 18.7 Record-Keeping and Compliance

- Educ8.online may retain copies of communications (including user inquiries and support requests) for purposes including:
  - Legal compliance,
  - Dispute resolution,
  - Service improvement,
  - Audit and record-keeping obligations.
- All retained communications will be handled in accordance with the Privacy Policy and applicable data protection laws (e.g., GDPR).

## 18.8 Security and No Liability for Third-Party Email Services

- While Educ8.online takes reasonable steps to secure communications, users acknowledge that:
  - The security and reliability of email and messaging systems cannot be guaranteed,
  - Educ8.online is not liable for any interception, unauthorized access, or loss of communication data due to third-party email service providers or internet infrastructure.

## 18.9 Reservation of Rights for Urgent Notifications

- Educ8.online and Afxants Ltd reserve the right to:
  - Use any available communication method to urgently inform users of security threats, significant operational updates, or legal requirements,
  - Temporarily suspend non-essential communications during emergencies or service disruptions.

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## 19. Data Retention and Account Closure

### 19.1 Data Retention Practices

- Educ8.online and Afxants Ltd retain user personal data only for as long as necessary to:
  - Provide and maintain the Platform's services,
  - Fulfill contractual and legal obligations (e.g., tax, financial, regulatory),
  - Protect legitimate business interests (e.g., fraud prevention, dispute resolution),
  - Comply with applicable data protection laws, including the GDPR and the Cyprus Data Protection Law.

### 19.2 Specific Retention Periods

- Data retention periods vary depending on the nature of the data and purpose of processing. For example:
  - Billing and transactional data is retained for at least seven (7) years to comply with financial reporting and tax obligations under Cypriot law.

- User account data (e.g., profiles, settings, activity logs) is retained while your account is active and for a reasonable period thereafter for legitimate business and security purposes.
- Analytical or marketing data is typically retained for shorter periods unless longer retention is needed for operational optimization or compliance with applicable marketing regulations (e.g., ePrivacy Directive).

### 19.3 Account Closure Requests

- Users may request to close their account at any time by contacting [info@educ8.online](mailto:info@educ8.online) or using the Platform's profile management features (where applicable).
- Upon receipt of a valid account closure request, Educ8.online will:
  - Deactivate the user's account, preventing future logins or access,
  - Retain only the data necessary for compliance with legal obligations, dispute resolution, or legitimate interests.

### 19.4 Deletion and Anonymization of Data

- After account closure, Educ8.online will securely delete or anonymize personal data no longer needed for the purposes outlined in this section, subject to:
  - Mandatory legal retention periods,
  - Data required to fulfill contractual obligations or respond to user inquiries,
  - Legitimate operational or security needs (e.g., fraud prevention).

### 19.5 User Acknowledgment of Data Residuals

- Users acknowledge that:
  - Data may remain in backups or archived systems for a limited time consistent with operational recovery practices,
  - Educ8.online will take reasonable steps to ensure such residual data is securely protected and not used for operational purposes once retention is no longer required.

### 19.6 Restrictions on Account Closure

- Educ8.online reserves the right to delay or refuse account closure requests if:

- There are outstanding financial or legal obligations associated with the account (e.g., unpaid invoices, pending investigations),
- Account closure would compromise ongoing regulatory investigations or breach applicable legal retention requirements.

### 19.7 Legal Basis and User Rights

- Data retention and account closure processes are conducted in accordance with the Privacy Policy and applicable data protection laws.
- Users have the right to request:
  - Access to their personal data,
  - Correction of inaccuracies,
  - Restriction or objection to processing (under certain circumstances),
  - Data portability for personal data processed under consent or contract.
- Users may exercise these rights by contacting [info@educ8.online](mailto:info@educ8.online) as outlined in the Privacy Policy.

### 19.8 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Modify data retention and account closure practices as required by evolving legal or operational requirements,
  - Notify users of any significant changes to data retention policies via Platform updates or direct communication.

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## 20. No Warranty

### 20.1 As-Is and As-Available Basis

- The Platform and all content, features, services, and tools provided by Educ8.online are offered on an “as is” and “as available” basis.
- Educ8.online and Afxants Ltd make no representations or warranties of any kind, whether express, implied, or statutory, regarding:
  - The accuracy, completeness, reliability, or availability of the Platform or its content,

- The merchantability, fitness for a particular purpose, or non-infringement of any content or service.

## 20.2 No Guarantee of Outcomes

- Educ8.online does not guarantee:
  - That the Platform or its content will meet your specific requirements or expectations,
  - That access to the Platform will be uninterrupted, timely, secure, or error-free,
  - That the data, tools, or analyses provided will lead to any particular outcome, financial result, or trading success.
- Users acknowledge that any reliance on Platform content or services is at their sole risk.

## 20.3 No Warranty of Accuracy or Completeness

- While Educ8.online endeavors to provide accurate and up-to-date information (derived from public sources deemed to be reliable), no warranty or guarantee is given as to the accuracy, completeness, or timeliness of any content or market data.
- Users acknowledge that:
  - Market data may be subject to errors, delays, or third-party discrepancies,
  - Historical data or simulations do not guarantee future performance or actual outcomes.

## 20.4 No Warranty for Third-Party Content or Integrations

- The Platform may contain content, integrations, or references to third-party tools, data feeds, or external websites.
- Educ8.online and Afxants Ltd make no warranty or representation regarding:
  - The legality, accuracy, or reliability of third-party content or resources,
  - Any products, services, or actions of third-party providers.
- Users access and rely on such third-party resources at their own risk, subject to third-party terms and conditions.

## 20.5 No Warranty of Security or Error-Free Operation

- Educ8.online employs reasonable security measures to protect the integrity of the Platform. However:
  - No digital system can be fully secure,
  - Educ8.online does not warrant that the Platform is free of viruses, malware, or other harmful components,
  - Users are solely responsible for implementing appropriate security measures (e.g., anti-virus software, secure internet connections) when accessing the Platform.

## 20.6 Jurisdictional Limitations on Warranty Disclaimers

- Certain jurisdictions may not allow the exclusion of certain warranties or conditions (e.g., implied warranties of merchantability or fitness for a particular purpose).
- In such cases, the warranties provided by Educ8.online and Afxants Ltd shall be limited to the maximum extent permitted by applicable law.

## 20.7 User Acknowledgement and Acceptance

- By using the Platform, users expressly acknowledge and agree that:
  - No warranties or guarantees are provided beyond those expressly stated in these Terms,
  - All risks associated with use of the Platform rest solely with the user,
  - Educ8.online and Afxants Ltd shall not be liable for any damages, losses, or disruptions resulting from reliance on the Platform or its content.

## 20.8 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
    - Update, modify, or remove Platform content or services at their sole discretion, without liability for perceived warranty breaches,
    - Take any actions necessary to protect operational integrity and compliance with applicable laws.
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## 21. Indemnification

### 21.1 User Agreement to Indemnify

- Users agree to indemnify, defend, and hold harmless Educ8.online, Afxants Ltd, and their respective directors, officers, employees, agents, affiliates, partners, licensors, and data providers (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees and costs) arising out of or in connection with:
  - User’s violation of these Terms or any related policies,
  - User’s use of the Platform or any of its content, data, or services,
  - User-generated content that infringes third-party rights or violates applicable laws,
  - User’s violation of any third-party rights, including intellectual property or privacy rights,
  - User’s fraudulent, unlawful, or negligent conduct while using the Platform.

### 21.2 Scope of Indemnity

- This indemnity obligation applies to all claims, whether:
  - Brought by third parties, regulatory authorities, or other users,
  - Arising from direct or indirect acts or omissions by the user,
  - Including claims related to misuse or unauthorized access to the Platform.

### 21.3 Cooperation in Defense

- In the event of a claim, users agree to:
  - Promptly cooperate with Educ8.online and Afxants Ltd in the defense of such claims,
  - Provide all reasonably requested information and assistance necessary for an effective defense.
- Educ8.online and Afxants Ltd reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by the user.



#### 21.4 No Settlement Without Consent

- Users may not settle any claim that is subject to indemnification without the prior written consent of Educ8.online and Afxants Ltd, which shall not be unreasonably withheld.
- Educ8.online and Afxants Ltd retain the sole discretion to approve or reject any proposed settlement to ensure that their rights and reputation are fully protected.

#### 21.5 Indemnity as Continuing Obligation

- The indemnification obligations set forth in this section survive the termination or expiration of these Terms and the user's access to the Platform.

#### 21.6 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve all rights and remedies available under applicable law and equity, including the right to seek:
  - Injunctive relief or specific performance in addition to monetary damages,
  - Reimbursement for any losses, costs, or liabilities incurred in connection with indemnifiable claims.

#### 21.7 Limitation of Indemnity in Certain Jurisdictions

- Some jurisdictions may limit or restrict the scope of indemnity obligations.
- In such cases, the indemnity provided by users shall be limited to the maximum extent permitted by applicable law.

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## 22. Compliance with Export Laws

### 22.1 User Obligation to Comply

- Users agree to fully comply with all applicable export control, trade sanctions, and economic restrictions laws and regulations, including but not limited to:
  - The European Union Dual-Use Regulation (Regulation (EU) 2021/821),
  - U.S. Export Administration Regulations (EAR),
  - U.S. Office of Foreign Assets Control (OFAC) sanctions programs,
  - Any equivalent national laws in the user's jurisdiction.

## 22.2 No Access from Restricted Jurisdictions

- Users represent and warrant that they:
  - Are not located in, or ordinarily resident in, any country or territory subject to comprehensive sanctions (e.g., Cuba, Iran, North Korea, Syria, Crimea, Donetsk, Luhansk).
  - Are not identified on any EU, U.S., or other applicable government list of prohibited or restricted parties, including the U.S. Specially Designated Nationals (SDN) List and EU consolidated sanctions lists.

## 22.3 Prohibited Activities

- Users may not access or use Educ8.online or its services for any prohibited end-use, including but not limited to:
  - Weapons proliferation (nuclear, missile, chemical, biological),
  - Military or defense-related purposes in violation of applicable regulations,
  - Activities that support terrorism, human rights abuses, or violations of international humanitarian law.

## 22.4 No Export or Re-Export of Restricted Content

- Users agree not to export, re-export, or transfer any content, software, technology, or data obtained through Educ8.online to any jurisdiction, entity, or individual in violation of applicable export control or sanctions laws.
- This includes indirect exports (e.g., downloading or sharing restricted materials across borders).

## 22.5 Cooperation with Compliance Measures

- Educ8.online and Afxants Ltd reserve the right to:
  - Monitor user activity to ensure compliance with applicable export controls and sanctions laws,
  - Suspend or terminate access to the Platform if there is a reasonable suspicion of non-compliance,
  - Cooperate with governmental authorities or regulatory agencies in any investigation or enforcement action related to export compliance.

## 22.6 Indemnification for Non-Compliance

- Users agree to indemnify and hold harmless Educ8.online, Afxants Ltd, and their affiliates against any claims, damages, or liabilities arising from user violations of this section, including any governmental or regulatory actions.

## 22.7 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve all rights to:
  - Take any actions necessary to ensure compliance with applicable export and sanctions regimes,
  - Update or modify this section in response to changes in law or operational requirements.

## 22.8 User Acknowledgement

- By using the Platform, users acknowledge that:
  - Educ8.online is a global digital platform subject to cross-border export regulations,
  - Users bear sole responsibility for ensuring their activities comply with relevant export controls and sanctions laws.

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## 23. Severability

### 23.1 Independent and Enforceable Provisions

- If any provision of these Terms or any document incorporated by reference (e.g., Privacy Policy, Risk Disclaimer, Affiliate Guidelines) is found by a court or other competent authority to be invalid, illegal, or unenforceable under applicable law, such provision shall be:
  - Interpreted to the maximum extent permissible to fulfill its intended purpose, or
  - Deemed severed from the Terms to the minimum extent necessary to maintain the overall enforceability and legal effect of the remaining provisions.

### 23.2 Preservation of Remaining Provisions

- All other provisions of these Terms shall remain in full force and effect and shall continue to be valid, binding, and enforceable to the maximum extent permitted by law.
- The invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision of these Terms.

### 23.3 Replacement or Modification

- To the extent that any provision is held to be invalid, illegal, or unenforceable, Educ8.online and Afxants Ltd reserve the right, at their sole discretion, to:
  - Replace the invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the original intent and economic effect of the severed provision, or
  - Modify the affected provision in line with applicable legal requirements to ensure enforceability and maintain the agreement's integrity.

### 23.4 No Waiver of Rights

- The finding of any provision as invalid, illegal, or unenforceable does not constitute a waiver by Educ8.online or Afxants Ltd of any of their rights or remedies under these Terms or applicable law.

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## 24. Entire Agreement

### 24.1 Complete and Final Agreement

- These Terms, together with all documents and policies expressly incorporated by reference (including but not limited to the Privacy Policy, Risk Disclaimer, Affiliate Guidelines, Recurring Transaction Agreement, Cookies Policy, and any applicable supplemental agreements), constitute the entire agreement between you and Educ8.online and Afxants Ltd with respect to your use of the Platform and its services.
- This supersedes all prior discussions, understandings, negotiations, or agreements, whether oral or written, relating to the subject matter.

#### 24.2 No Other Representations or Warranties

- You acknowledge and agree that you have not relied on any representation, warranty, statement, or promise not expressly set forth in these Terms or incorporated documents.
- Educ8.online and Afxants Ltd disclaim any responsibility for oral or written statements made by employees, agents, or representatives that are not expressly included in these Terms.

#### 24.3 No Third-Party Rights

- Except as expressly stated in these Terms, nothing herein is intended to confer any rights or remedies on any third party.
- No third party shall have any right to enforce or rely on any provision of these Terms except as provided by applicable law.

#### 24.4 Amendments and Modifications

- Any amendments or modifications to these Terms:
  - Must be in writing and either:
    - Posted on the Platform in an updated version of the Terms, or
    - Expressly agreed in writing by an authorized representative of Educ8.online and Afxants Ltd.
  - Verbal modifications or promises shall not be binding unless confirmed in writing.

#### 24.5 Language of the Agreement

- These Terms and all associated communications shall be in English.
- In the event of any discrepancy between a translated version and the English version, the English version shall control and be the legally binding version.

#### 24.6 Reservation of Rights

- Educ8.online and Afxants Ltd reserve the right to:
  - Update or modify the Terms and associated policies as required for legal compliance, operational necessity, or business practices,
  - Provide notice of such updates in accordance with Section 14 (Changes to Terms).

## 25. Force Majeure

### 25.1 Definition of Force Majeure

- Educ8.online and Afxants Ltd shall not be liable for any delay or failure to perform their obligations under these Terms (or any related policy, including the Privacy Policy, Risk Disclaimer, or Affiliate Guidelines) if such delay or failure arises from circumstances beyond their reasonable control (collectively, “Force Majeure Events”).
- Examples of Force Majeure Events include, but are not limited to:
  - Natural disasters (e.g., earthquakes, floods, storms, fires),
  - Pandemics, epidemics, or public health emergencies (including related government measures),
  - Acts of war, terrorism, or civil unrest,
  - Cybersecurity incidents (e.g., hacking, malware attacks, or system failures not due to Educ8.online’s or Afxants Ltd’s negligence),
  - Governmental orders, embargoes, trade restrictions, or regulatory actions that directly prevent or limit the provision of services,
  - Labor disputes or industrial actions,
  - Failures or disruptions of telecommunications, internet, or hosting services beyond Educ8.online’s direct control.

### 25.2 No Liability for Force Majeure

- During any Force Majeure Event, Educ8.online and Afxants Ltd shall be relieved from their obligations under these Terms and shall not be liable for any losses, damages, or penalties arising from such delay or failure to perform.

### 25.3 Duty to Mitigate and Resume

- Educ8.online and Afxants Ltd will:
  - Make reasonable efforts to mitigate the effects of the Force Majeure Event,
  - Resume performance of their obligations as soon as reasonably practicable once the Force Majeure Event has ended or been overcome.

#### 25.4 Notification to Users

- Educ8.online will use reasonable efforts to promptly notify affected users of:
  - The nature and extent of the Force Majeure Event,
  - The expected duration of the disruption, and
  - Any measures being taken to address the situation and resume services.
- Such notification may be provided via:
  - Email,
  - Platform notifications,
  - Or other communication channels deemed appropriate.

#### 25.5 Right to Terminate

- If the Force Majeure Event persists for more than ninety (90) consecutive days, either party may terminate the affected services or subscriptions by providing written notice to the other party.
- Termination for Force Majeure shall not:
  - Give rise to any liability for damages (except for outstanding obligations prior to the event),
  - Affect the enforceability of any other section of these Terms.

#### 25.6 Reservation of Rights and Remedies

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Take protective operational or legal measures as necessary to safeguard their interests and the Platform's integrity,
  - Modify, suspend, or discontinue services affected by the Force Majeure Event without liability.

#### 25.7 User Acknowledgment

- By using the Platform, users acknowledge and agree that:
  - Force Majeure Events are beyond the reasonable control of Educ8.online and Afxants Ltd,

- Such events may impact access, performance, or delivery of services without constituting a breach of contract,
  - Users bear responsibility for their own contingency planning to mitigate risks of prolonged service disruptions.
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## **26. Account Suspension and Termination**

### **26.1 Right to Suspend or Terminate Accounts**

- Educ8.online and Afxants Ltd reserve the right, at their sole discretion and without prior notice, to suspend, restrict, or terminate any user account or access to the Platform if:
  - The user violates these Terms or any incorporated policy (e.g., Privacy Policy, Risk Disclaimer, Affiliate Guidelines),
  - The user engages in fraudulent, abusive, or unlawful activity,
  - The user misuses the Platform, including unauthorized automated data scraping, distribution of harmful content, or reverse engineering,
  - The user's actions pose a security, reputational, or operational risk to the Platform or its services,
  - Required by law, regulation, or a competent authority.

### **26.2 Immediate Effect and Notification**

- Suspension or termination may take immediate effect upon detection or reasonable suspicion of a breach.
- Educ8.online will use reasonable efforts to notify affected users of suspension or termination via email or Platform notifications, outlining the reason for the action unless restricted by law or security considerations.

### **26.3 Consequences of Suspension or Termination**

- Upon suspension or termination:
  - The user loses all access to the Platform's features, content, and user-generated data,
  - Any ongoing or future subscription services will be cancelled and no further access will be granted,



- Educ8.online may retain or delete user data in accordance with the Privacy Policy and applicable data retention laws,
- Users remain responsible for any outstanding payment obligations or liabilities incurred prior to termination.

#### 26.4 No Refund or Compensation

- Users acknowledge that no refunds, credits, or other compensation will be provided for:
  - Suspension or termination resulting from user breach or misconduct,
  - Loss of access to data, content, or services.

#### 26.5 User Right to Terminate

- Users may terminate their account and discontinue use of the Platform at any time by:
  - Using the self-service tools in their Educ8.online profile (where applicable), or
  - Submitting a written request to [info@educ8.online](mailto:info@educ8.online).
- Such termination will not affect any rights or obligations that accrued prior to termination.

#### 26.6 Reservation of Legal and Operational Rights

- Educ8.online and Afxants Ltd expressly reserve the right to:
  - Pursue legal action (e.g., claims for damages, injunctive relief) for breaches of these Terms,
  - Cooperate with law enforcement or regulatory authorities where required,
  - Take any protective or remedial measures deemed necessary to safeguard the Platform's security, integrity, and operational stability.

#### 26.7 User Acknowledgment and Release

- Users acknowledge and agree that:
  - Suspension or termination under this section does not constitute a breach of these Terms by Educ8.online or Afxants Ltd,
  - Users release Educ8.online and Afxants Ltd from any claims or liability arising from legitimate account suspension or termination actions taken in accordance with these Terms.

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## 27. Feedback and Suggestions

### 27.1 Voluntary Feedback Provision

- Educ8.online and Afxants Ltd welcome and encourage users to provide feedback, comments, ideas, suggestions, or other input (“Feedback”) regarding the Platform and its services.
- By submitting Feedback, users do so voluntarily and acknowledge that they are under no obligation to provide such Feedback.

### 27.2 Non-Confidential and Non-Proprietary Nature

- Unless otherwise expressly agreed in writing by Educ8.online or Afxants Ltd, all Feedback submitted by users shall be considered:
  - Non-confidential and not subject to any obligation of secrecy or privacy protection,
  - Non-proprietary, meaning users do not retain any exclusive rights over it once submitted.

### 27.3 Grant of Rights and License

- Users hereby grant Educ8.online and Afxants Ltd a worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works of, and otherwise exploit the Feedback in any form and for any purpose related to the Platform’s operations, improvement, and commercial activities.
- This license includes the right to incorporate Feedback into future product development, marketing, or operational practices without compensation, credit, or restriction to the user.

### 27.4 No Obligation to Act

- Educ8.online and Afxants Ltd have no obligation to:
  - Acknowledge, review, or respond to any submitted Feedback,
  - Incorporate Feedback into the Platform or modify existing features,
  - Provide any credit, compensation, or recognition for Feedback provided.

### 27.5 User Warranties for Submitted Feedback

- By submitting Feedback, users represent and warrant that:
  - They have the legal right to provide such Feedback,
  - The Feedback does not infringe upon any third-party intellectual property or proprietary rights,
  - The Feedback is not misleading, fraudulent, defamatory, or otherwise unlawful.

### 27.6 No Agency or Employment Relationship

- The submission of Feedback does not create any agency, partnership, joint venture, or employment relationship between the user and Educ8.online or Afxants Ltd.
- Users acknowledge that Educ8.online and Afxants Ltd retain full discretion to act upon or disregard Feedback as they deem fit.

### 27.7 Reservation of Rights

- Educ8.online and Afxants Ltd expressly reserve all rights to:
  - Determine the nature and scope of any modifications or product improvements resulting from Feedback,
  - Use similar ideas or suggestions independently developed by Educ8.online or Afxants Ltd personnel or contractors, without limitation or obligation to the submitting user.

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By using Educ8.online, you confirm that you have read and understood these Terms and Conditions and agree to abide by them fully.