

Terms of Use

These Terms of Use ("Terms") were last updated on 8/23/2023.

These Terms govern the access and use of NIT Academy courses, provided by NIT Institut doo za informacione tehnologije Novi Sad. Understanding these Terms is important because, by using our services, it is understood that you fully adhere to these Terms.

Definitions

As used in the Terms, the following terms have the meaning set forth below:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Customer" means the Applicant, Person or Company entering into an Order Form with NIT, or otherwise signing up to use the Services.

"Courses" mean the on-site /online courses provided by NIT as part of the Services.

"Fees" means the amounts payable by Customer to NIT for access to the Services.

"NIT" means NIT Institut doo za informacione tehnologije Novi Sad, Bulevar vojvode Stepe 50, 21000 Novi Sad, Serbia.

"NIT Offering" means an on-site/online education product that includes cohort based, synchronous and asynchronous, learning programs with certain Courses accessible through a social learning online platform that includes learning services.

"Order Form" means the ordering document mutually executed by NIT and Customer, including electronic orders submitted by Customers purchasing the Services, specifying: (1) the Fees payable by Customer to NIT for provision of the Services, (2) the duration of the Services to be provided by NIT to Customer, (3) the number of Users authorized to access the Services, (4) billing and payment information regarding NIT's provision of the Services to Customer, and (5) any other applicable quantity specifications regarding Customer's purchase of the Services.

"Personal Data" means any personal data that Customer submits during the Services

use. "Platform" means Learning Management System facilitating the Services execution.

"Services" mean the on-site /online education provided by NIT through individual, asynchronous learning, that includes the Courses.

"Users" means the Individual users, employees and contractors authorized by Customer to access and use the Services.

1. Provision of Services

NIT agrees to make the Services available to Customer, its Affiliates, and its Users pursuant to the terms of these Terms, and as specified in an Order Form. Where an Affiliate enters into its own separate Order Form governed by this Terms, then for purposes of that Order Form, the Affiliate shall be considered "Customer".

2. Intellectual property

All Course Material is the property of NIT. All intellectual property rights in all available materials for the Course, including design, graphics and text of all printed materials and audio from all webinars and podcasts, are the property of NIT.

NIT gives the Customer/Users a revocable, non-exclusive, non-transferable license to use the Course materials. No license for the sale or distribution of the Course materials is given or implied.

NIT retains all existing intellectual property rights.

Recording of the live on-site or live online sessions is not allowed without the prior written permission of NIT.

3. Use /Abuse of Course Materials

Use of Course Materials

Course materials are intended solely for training/education purposes and are limited to use for the purpose of attending the Course.

Customer/Users agrees not to reproduce, copy, sell, trade, resell or exploit for any commercial purpose, any part of the Course materials, use of the Course or access to the Course. Course materials may not be published online where they can be accessed publicly.

Course material in the original or modified version may not be copied, reproduced, posted, displayed or linked in any way, in whole or in part, without the prior written permission of NIT. Any such use is strictly prohibited and will violate the intellectual property rights of NIT.

Abuse of Course Materials

Any unauthorized publication and display, as well as reproduction and unauthorized use of Course materials obtained for the purpose of attending the Course, without the express written permission of NIT is a violation of legally recognized copyright and related rights and entails criminal and material responsibility of the Customer.

4. Fees and payments

Customer will pay the Fees as set forth in each individual Order Form or Agreement. A Deposit, calculated as 2/3 of the total order value before any bursaries or discounts, applies to all Courses.

Fees are either paid in installments or in full depending on the Course type, as is set forth under an individual Order Form.

In case Customer presents Individuals or new companies following payment terms will apply:

Fees under each individual Order Form shall be payable in two installments:

First installment or Deposit, calculated as 2/3 % of the total order value before any bursaries or discounts, applies to all Courses. Deposit is payable 15 days before the Course start date.

Second installment calculated as 1/3 % of the total order value is payable 15 days before the Course closing date.

Loyal Customers, as companies which frequently use NIT Academy courses, have an optional payment method: One-time fee under each individual Order Form payable 15 days after the Course closing date.

In the event that the Customer is late in making payments, then NIT reserves the right to charge the greater of 1.5% interest per month or the maximum interest permitted by law, and Customer will be liable for all third-party collection costs.

All fees payable to NIT shall be in gross, without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation, value added taxes, customs duties and withholding taxes. Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer arising out of this Terms. In the event that tax withholding is required, Customer will pay the required amount to the relevant governmental authority and produce a withholding tax certificate to NIT while remitting the residual to NIT.

Any other financial terms and conditions mutually agreed in written between the Customer and NIT that collide with this Section 4, should supersede this Section 4 and should be applicable for such special cases.

5. Confidentiality

Customer and NIT agree that all code, inventions, know-how, or business, technical, and financial information disclosed to a receiving party ("Receiving Party") by the disclosing party ("Disclosing Party"), constitute the confidential information of the Disclosing Party ("Confidential Information"), provided that it is either identified as confidential at the time of disclosure, or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed. Personal Data is considered Confidential Information. Confidential Information will not, however, include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party, (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action

or inaction of the Receiving Party, (3) is already in the possession of the Receiving Party at the time of disclosure by the Discloser, (4) is obtained by the Receiving Party from a third party without a known breach of the third party's obligations of confidentiality, or (5) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party promptwritten notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-Use and Non-Disclosure

Except as expressly authorized herein or as necessary to perform its obligations hereunder, the Receiving Party agrees to: (1) not disclose any Confidential Information to third parties, and (2) not use Confidential Information for any purpose other than as necessary to exercise its rights or perform its obligations hereunder.

Upon the expiration or termination of these Terms, Customer shall return to NIT all of Confidential Information that may be in its possession or control.

The content of these Terms is strictly confidential. No release concerning these Terms, or the purposes of these Terms shall be released by either Party without prior written consent of the other Party which may be withheld at that Party's sole discretion.

Processing of Personal Data

Notwithstanding the provisions of this section, Customer agrees that NIT may process Personal Data as necessary for: (1) storage and processing in accordance with the Terms and applicable Order Form(s); (2) processing initiated by Users in their use of the Services; and (3) processing to comply with other documented reasonable instructions provided by User (e.g. via email or support tickets) where such instructions are consistent with the terms of the Terms. To the extent that Customer is subject to a local data privacy law (, then Customer agrees to request from NIT a data protection Terms prior to providing any Personal Data to NIT.

6. Updating the Terms

From time to time, NIT may update these Terms to clarify our practices or to reflect new or different practices (such as when new features are added), and NIT reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If NIT makes any material change, Customer will be notified using prominent means, such as by email notice sent to the email address specified in Customer's account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Customer continued use of NIT's Services after changes become effective shall mean Customer's accept those changes. Any revised Terms shall supersede all previous Terms.

7. Cancellations and refunds

Course Cancellation by Customer

Where the Customer has requested cancellation of the Course it is obliged to send notice of cancellation by email.

In case of Course Cancellation by Customer the following charges will apply:

Cancellations received within 4 weeks prior to the Course start date will receive a full refund with no charges applicable.

Cancellations received within 3 weeks prior to the Course start date - 20% of charges apply.

Cancellations received within 2 weeks prior to the Course start - 50% of charges apply.

Cancellations received within 1 week prior to the Course start - 80% of charges apply.

Failure to provide any notice of cancellation will result in Customer being charged the full Course fee and associated costs.

Refunded fees can be transferred to another Course of the same type by contacting NIT by emailing courses@nit-institute.com

Course Cancellation by NIT

NIT reserves the right to cancel or reschedule any Course at any point in time at its own discretion. Customer will be notified of cancellations or reschedules by an email at least 7 days prior to the Course start date. If possible, NIT will provide a new date for the Course.

A full refund of the Course cost, including the booking fee, will be issued by NIT for any fee-paying Courses.

No refunds will be made for any other incidental expenses incurred by the Customer for both paid and unpaid Courses.

All refunds will be made within 5 working days from the cancellation date.

8. Warranties and Disclaimer

NIT represents and warrants that it has full power and authority to grant the Services under each individual Offer Form.

NIT ensures that all Services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards. The Services will be performed as described in any individual Offer Form. NIT shall provide such trainers to present the course as it, in its sole discretion, deems fit and NIT shall be entitled at any time to substitute any trainer with any other person who, in NIT's sole discretion, it deems suitably qualified to present the relevant Course.

NIT does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

Customer agrees that participation in the Course and use of the platform is at Customer sole and exclusive risk and that any Services provided by NIT are on an "As Is" basis. NIT hereby disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. NIT make no warranties as to the reliability or accuracy of any information within the Course or on the platform.

9. Limitation of Liabilities

IN NO EVENT NIT WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE.

In no event shall NIT's liability arising out of these Terms exceed the total amount of fees actually paid by the Customer to NIT under the respective Offer Form from which the claim arises.

10. Indemnification

Customers agree to defend, indemnify, and hold NIT harmless, including NIT's subsidiaries, Affiliates, and all of NIT's respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of breach of these Terms.

Notwithstanding the foregoing, NIT reserve the right, at Customer's expense, to assume the exclusive defense and control of any matter for which Customer is required to indemnify NIT, and Customer agree to cooperate, at Customer's expense, with NIT's defense of such claims. NIT will use reasonable efforts to notify Customer of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

11. Issuance of Course Completion Certificate

NIT is obliged to issue the Course Completion Certificate to Users which are successful complete the attending Course.

The Course Completion Certificate will be issued 60 days after the Course end date.

12. Miscellaneous***Publicity***

Customer grants NIT the right to use Customer's company name and logo as a reference for marketing or promotional purposes on NIT's website and in other promotional materials.

Joint venture

Customer and NIT agree that no joint venture, partnership, employment, contractor, or agency relationship exists between them.

Assignment

NIT shall be entitled to sub-contract and assign either in whole or part these Terms to another company or person on its own discretion and without restriction.

Customer may not have right to assign or transfer any or all of its rights and obligations under these Terms to any third party without the prior written consent of NIT.

Force Majeure

NIT won't be liable for any failure or delay in the performance of its obligations hereunder to the extent caused by a condition that is beyond a NIT's reasonable control, including but not limited to natural disaster, disease, epidemics, civil disturbance, acts of terrorism or war, labor conditions, failure by a third party hosting provider or utility provider, governmental actions, interruption or failure of the Internet or any utility service, or denial of service attacks.

Non-solicitation

During the term of this Terms and for two (2) years after any termination of this Terms, neither NIT an Customer, will directly or indirectly, for itself or on behalf of any other person, partnership, company, corporation or other entity, solicit or attempt to solicit, for the purpose of inducing any employee or independent contractor associated with the other Party to discontinue his or her association with the other Party.

Applicable Law and arbitration

This Terms shall be interpreted, construed and enforced in accordance with the laws of Switzerland without regard to its conflict of law provisions.


Any dispute, controversy or claim arising out of or in relation to this Terms, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with such Rules. The number of arbitrators shall be one. The seat of the Arbitration shall be Lausanne, Switzerland, and the arbitral proceedings shall be conducted in English.

NIT and Customer specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

This version of the document shall be available in at NIT premises and published on its web site.

In Novi Sad, August 23, 2023

Director of NIT Institut doo
za informacione tehnologije Novi Sad



Milan Bjelica, Ph.D. Professor