

## Software University OOD – Terms and Conditions

### I. General terms and conditions

“[SoftUni](#)”, “[Software University](#)”, “[SoftUni Digital](#)”, “[SoftUni Creative](#)” and “[SoftUni Kids](#)” are projects of Software University OOD, UIC: 200776618, with seat and principal place of business: Sofia, 15-17 Tintyava Str., Floor 2. As such, they provide their clients (also called “students”) with training in software engineering and hardware development, digital marketing, design, creative and visualisation as well as training for kids. “[SoftUni](#)” is a project of Software University OOD and is not among the state-accredited universities in Bulgaria.

The terms and conditions described in this document are valid for all departments, training programmes and courses implemented by Software University OOD. Software University OOD may be contacted in the following manner:

- in writing, by sending a letter to the address of the principal place of business;
- by filling in the relevant contact form on the website of the Software University;
- via email, by sending a message to Software University’s email: [university@softuni.bg](mailto:university@softuni.bg) or over the phone +359899 55 55 92;
- via email, by sending a message to SoftUni’s email: [info@softuni.bg](mailto:info@softuni.bg) or over the phone +359 899 55 55 92;
- via email, by sending a message to SoftUni Digital’s email: [digital@softuni.bg](mailto:digital@softuni.bg) or over the phone +359892 241 199;
- via email, by sending a message to SoftUni Creative’s email: [creative@softuni.bg](mailto:creative@softuni.bg) or over the phone +359897 230 250;
- via email, by sending a message to SoftUni Kids’ email: [kids@softuni.bg](mailto:kids@softuni.bg) or over the phone +359892 241 109.
- via email, by sending a message to our Data protection officer’s email: [privacy@softuni.bg](mailto:privacy@softuni.bg)

### II. Entry into agreement for education and training

Software University OOD and more specifically “[Software University](#)”, “[SoftUni Digital](#)”, “[SoftUni Creative](#)” and “[SoftUni Kids](#)” offers its students training in software engineering, digital marketing, design, creative and visualisation as well as training courses for kids. Announcements, advertisements, price lists and other information published on the website of “[Software University](#)”, “[SoftUni Digital](#)”, “[SoftUni Creative](#)” and “[SoftUni Kids](#)” are considered an invitation for entry into an agreement between Software University OOD and the students.

For this purpose, a user account must be created, which is registered on the website, in one of the four departments of Software University OOD. A registration form must be filled in, comprising the following information:

- user name, email address and password;
- declaration of confirmation for reading and agreeing with the contents of the present terms and conditions of training by checking the relevant checkbox.

The above declarations are mandatory for the registration, for creation of a student profile and entry into agreement for training. The agreement for training shall be considered concluded as of the time of sending an email by Software University OOD for confirmation of the registration for training, which is sent to the electronic address indicated by the student.

Parties to the agreement for training are Software University OOD and the student acting through

his/her legal representative, or with the consent of his/her parent/guardian, in cases of entry into agreements for training with minor or under-age student. The clauses of the present terms and conditions of training constitute an integral part of the agreement. The same applies for the tuition fee for training of students at “[Software University](#)”, “[SoftUni Digital](#)”, “[SoftUni Creative](#)” and “[SoftUni Kids](#)”. The internal provisions for training at “[Software University](#)”, “[SoftUni Digital](#)”, “[SoftUni Creative](#)” and “[SoftUni Kids](#)”, as well as the information regarding the type, schedule of training courses and issuing of diplomas and certificates at “Software University”, “SoftUni Digital”, “SoftUni Creative” and “SoftUni Kids”.

### III. Tuition fees

The tuition fees for each department of Software University OOD are indicated on the official websites: [softuni.bg](#), [digital.softuni.bg](#), [creative.softuni.bg](#) and [kids.softuni.bg](#).

### IV. Evaluation and Certification

- A certificate is issued after successful completion of a single course with a grade equal to or higher than 5.00;
- A professional diploma is issued after covering a series of courses for acquisition of the relevant profession. The requirements for the professions are listed at <https://softuni.bg/diplomas-and-certificates>, <https://digital.softuni.bg/certificates> and <https://creative.softuni.bg/certificates>.
- A diploma for higher education is issued by a partner university. Software University OOD is not responsible for the education in the selected higher educational institution. A list of the joint programmes and partner universities is available at <https://softuni.bg/partner-universities>.

### V. Intellectual property rights

During their studies at [Software university](#), [SoftUni Digital](#), [SoftUni Creative](#) and [SoftUni Kids](#), the students shall have access to various materials, including texts, audio and video content, graphic images, photos, schemes, drawings, sketches, source codes, etc. Those materials constitute protected intellectual property objects according to Bulgarian legislation, belonging to Software University OOD. Therefore, the students may only use the provided materials for the purposes of their training at Software university, SoftUni Digital, SoftUni Creative and SoftUni Kids, and they shall undertake to terminate their use upon termination of the agreement between the parties. In connection with the protection of the above intellectual property objects, the students shall not be entitled on their behalf or on behalf of someone else to show, advertise, reproduce, use, store, translate, process, publicly present and/or copy, either partially or entirely the provided materials, without the prior written consent of Software University OOD.

### VI. Dismissal from the Software University

Software University OOD reserves their right, unilaterally and with immediate effect upon a notification, to terminate the agreement for training by dismissing a student from attending classes and having access to the Educational System, if he/she:

- is occupied with activities not related to the studied material during classes;
- his/her behaviour disturbs the educational and training process and impedes the lecturer and the remaining students;
- shows aggressive or unacceptable behaviour before, during and after the classes;
- does not observe the rules of the forum and the terms and conditions which he/she had agreed to.

If upon demonstration of the above behaviour and occurrence of situations and after a verbal remark

and written notification by email the student does not change his/her behaviour, he/she shall be excluded from the educational and training process. Dismissal from the educational and training process includes termination of the student's access to the Educational System and classes of Software University OOD. In case of termination of the agreement for training based on the above-mentioned preconditions, the parties agree that Software University OOD shall retain the tuition fees proportionately to the carried out training and should there be a remaining amount, it shall be refunded to the student.

## **VII. Refund of fees and claims**

The students shall be entitled to withdraw from participation in a course/module or exam within 14 days as of payment to Software University OOD, regardless of the reasons for such withdrawal. In order to take advantage of this right, the student must inform Software University OOD immediately by email, phone or using any of the other official communication methods. After receipt of confirmation, the relevant amount shall be refunded to the student in the same manner as it was made – in cash, by bank transfer or any other official payment methods.

## **VIII. Supplementary provisions**

By entering into the agreement for training, the student:

- undertakes not to derogate the prestige and reputation of Software University OOD with his/her behaviour and words.
- declares that he/she is above the age of 16 and if not – he/she has the approval of his/her parents and may share the required information upon application and admission to the university.
- undertakes to provide a written consent of his/her parents if the student is below the age of 16.
- undertakes not to carry in alcoholic, narcotic or other similar substances on the territory of Software University OOD.
- undertakes not to carry in arms, explosives, flammable and paralytic means.
- undertakes not to provide his/her electronic card for access of third parties to the university premises.
- undertakes to appear in person at exams and not to present third parties' results and projects as if they were his/her own.
- give his/her express consent to be photographed and/or recorded and his/her personal data to be used by Software University OOD only for the purposes of the training and the competitions and announcements related thereto.
- the storage, processing and deletion of personal data are carried out in compliance with the procedures and principles stipulated in the Personal Data Protection Act and the General Data Protection Regulation (GDPR). For more information regarding the protection of your personal data, please read our Privacy Policy.
- when the use and storage of personal data is no longer needed, it will be promptly destroyed in accordance with the Personal Data Protection Act and the General Data Protection Regulation (GDPR). Please read our privacy policy for more information.
- agrees not to preach or incite political, religious, racist, ethnic or national hostility and hatred.
- agrees not to carry out activities for commercial purposes on the territory of Software University OOD.
- undertakes to be diligent, to attend classes on a regular basis, to deliver well written homework's within the set time lines, to work assiduously in group projects and to cooperate for the smooth educational and training process.
- undertakes to comply with the internal rules and provisions of Software University OOD, published on the website of the Software University.

In case of determination of any of the above or below mentioned violations and/or demonstrative and

insulting behaviour on the part of a student before, during or after classes, the team of Software University OOD shall be entitled to exclude the student from all courses unilaterally, with immediate effect.

In such case, the agreement entered into between Software University OOD and the student shall be terminated, and the student shall not be entitled to any claims towards Software University OOD. In case of determination of unlawful violations, the team of Software University OOD shall be entitled to notify the relevant authorities.

By using the Educational system of Software University OOD, the student agrees to the following:

- to avoid circulating content which is illegal, obscene, violates copyrights of their bearer, advertise commercial products or threaten the other students in any manner;
- to observe the copyright of all materials of Software University OOD;
- that his/her profile and results in the Educational System may be reviewed and used by Software University OOD for educational purposes;
- that Software University OOD shall be entitled to disclose, change, adapt and use the whole content provided by the students in the Educational System, including solutions of homework's, tasks, code, articles, programmes, etc.;
- that Software University OOD shall be entitled to unilaterally change the content of the courses, their programme, requirements and criteria for examination and assessment; to introduce new courses or remove lectures, courses or professions;
- that Software University OOD shall be entitled to restrict the access to all materials and courses not intended for public use;
- that Software University OOD shall be entitled to send out to the participants information related to trainings, workshops, competitions and other new initiatives for educational purposes.

If Software University OOD suffers any damages as a result of activities or omissions of students who have entered into an agreement for training or as a result of activities and/or omissions of students during the free preparatory levels of training, the students shall undertake to indemnify in full Software University OOD. If, as a result of activities or omissions of students, any third-party files claim against Software University OOD, the relevant student or students whose activities or omissions have been the reasons for the claims shall undertake to compensate and shall be liable to the full amount before the third party.

## **IX. Amendments of the terms and conditions**

Software University OOD shall be entitled to change or modify the present Terms and Conditions of Training, which shall be communicated to the students by means of a message in the Educational System or by email at least 3 (three) days prior to the date of effectiveness of the amendments. The amendments shall be considered accepted by the participant if he/she does not object within three days as of the date of notice.

## **X. Correspondence**

All notifications and other messages pertaining to the agreement for training and/or the relations between the parties should be in writing and transmitted via fax, registered mail or mail with return receipt, express mail or other express or delivery services, electronically to the email addresses indicated by the parties.

## **XI. Final provisions**

All disputes between Software University OOD and the students shall be resolved through negotiations and amicably between the parties. In case of failure of the Parties to reach a mutually

acceptable agreement, all disputes arising from the present agreement or related thereto, including disputes arising from or pertaining to its interpretation, invalidity, execution or termination, as well as disputes for filling in gaps in the agreement or its adaptation to new circumstances, shall be resolved by the International Arbitration Court at the Legal Interaction Alliance, in accordance with its Regulation for cases based on arbitration agreements. For elimination of any disputes, the parties hereby agree that the correspondence exchanged between them electronically shall be recognised for official written evidence.

The invalidity of separate clauses of the agreement for training shall not render the entire agreement invalid. The parties must undertake measures for the replacement of an invalid clause with another contractual provision and if they fail to reach consent, it shall be replaced by the imperative norm of the law, if any.

Software University OOD offers services to its students, without assuming liabilities for and binding itself with the consequences of the educational and training process. If the students suffer negative consequences because of the interaction with "[Software University](#)", "[SoftUni Digital](#)", "[SoftUni Creative](#)" and "[SoftUni Kids](#)", Software University OOD shall in no way be held liable for them.