# **Terms of Service**

Last updated: November 5, 2025

Welcome to Minas Tek Arda LLC (referred to as "Company," "we," "us," or "our"). These Terms of Service ("Terms") govern your access and use of our website at <a href="https://www.minastekarda.com/">https://www.minastekarda.com/</a> (the "Website"), including all content, information, features, and functionality provided on the website (the "Content"), and your access to and use of all related services, products, and platforms we offer (collectively, the "Services")

By accessing, browsing, or using the Website, Content, or any of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, please do not use the Website, Content, or access any Services.

### 1. Changes to Terms

We may update or modify these Terms at any time by posting a revised version on the Website. The effective date of the latest version will appear at the top. Continued use of the Website, Content or Services after changes have been posted constitutes your acceptance of the revised Terms.

### 2. Services

The Website provides information about Minas Tek Arda LLC and our educational technology solutions. From time to time, the Website may also provide access to digital content, materials, or features related to these offerings.

All information on the Website is provided for general informational purposes only and does not constitute a binding offer, professional advice, or guarantee of service availability.

### 3. Acceptable Use

You agree to use the Website and its Content only for lawful purposes and in accordance with these Terms. You may not:

- use the Website in any manner that violates applicable laws or regulations;
- attempt to interfere with the proper functioning of the Website;
- introduce viruses, malware, or other harmful code;
- copy, reproduce, modify, distribute, publicly display, or create derivative works based on any part of the Website and its Content without our prior written consent;
- use any automated means (such as bots or spiders) to access, screen-scrape, monitor, or copy any portion of the Website or Content;

- use the Website or Content in any manner that could damage, disable, or impair our systems or networks;
- use the Website or its Content in any way that is unlawful, fraudulent, or harmful, or in connection with any unlawful, fraudulent, or harmful purpose or activity.

## 4. Intellectual Property

All content and materials on the Website, including text, graphics, logos, images, videos, and software, are owned by or licensed to Minas Tek Arda LLC and protected by applicable copyright, trademark, and intellectual property laws.

You may view content from the Website for your personal, non-commercial use. Any other use of the Website content requires our prior written consent.

# 5. Third-Party Links and Services

The Website may contain links to third-party websites or services. These are provided solely for your convenience. We do not endorse or assume responsibility for any third-party content, products, or services, and your use of such sites is at your own risk.

#### 6. Disclaimers

The Website and its Content are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we make no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. We do not warrant that the Website will be uninterrupted, error-free, secure, or free from viruses or harmful components.

## 7. Limitation of Liability

To the maximum extent permitted by law, Minas Tek Arda LLC, its affiliates, directors, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenues, data, or goodwill arising out of or in connection with (i) your use of or inability to use the Website, its Content or Services; (ii) any content on the Website; (iii) errors, omissions, defects or delays in operation; even if the Company has been advised of the possibility of such damages.

### 8. Indemnification

You agree to defend, indemnify, and hold harmless Minas Tek Arda LLC, its affiliates, directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, its Content, or Services.

# 9. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Ukraine, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in Kyiv, Ukraine for the resolution of any disputes.

## 10. Contact Us

If you have any questions about these Terms or the Website, please contact us:

## Minas Tek Arda LLC

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Kyiv 04086, Ukraine

Email: info@minastekarda.com

Website: <a href="https://www.minastekarda.com">https://www.minastekarda.com</a>