

Terms and Conditions for Shymkent-AI

Effective Date: July 30, 2024

1. Introduction

Welcome to Shymkent-AI ("Website"). These Terms and Conditions ("Terms") govern your use of our Website and services. By accessing or using our Website, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use our Website.

2. Eligibility

You must be at least 16 years old to use our Website. By using our Website, you represent and warrant that you meet this age requirement.

3. User Accounts

- **Account Creation:** To access certain features of our Website, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process.
- **Account Responsibilities:** You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.
- **Account Termination:** We reserve the right to suspend or terminate your account at any time, for any reason, including if you violate these Terms.

4. User Content

- **Submission:** By submitting any content to our Website, you grant Shymkent-AI a worldwide, non-exclusive, royalty-free, perpetual, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media.
- **Intellectual Property:** You retain ownership of any intellectual property rights that you hold in the content you submit. You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all content you submit.
- **Content Removal:** We reserve the right to remove any content that we believe violates these Terms or is otherwise objectionable.

5. Products and Services

- **Description:** Shymkent-AI offers educational courses and related services. Detailed descriptions of our products and services can be found on our Website.
- **Pricing:** All prices are listed on our Website and are subject to change without notice.

- **Payment:** Payment for courses and services must be made through the methods specified on our Website. By providing payment information, you represent and warrant that you are authorized to use the payment method.
- **Refunds:** Refund policies are detailed on our Website. Please review these policies before making a purchase.

6. Intellectual Property

- **Ownership:** All content on our Website, including text, graphics, logos, and software, is the property of Shymkent-AI or its content suppliers and is protected by international copyright and trademark laws.
- **Use Restrictions:** You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as expressly authorized by these Terms.

7. User Conduct

You agree not to:

- Use our Website in any way that violates any applicable federal, state, local, or international law or regulation.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Shymkent-AI or users of the Website.
- Use any robot, spider, or other automatic devices, processes, or means to access the Website for any purpose.

8. Disclaimers and Limitation of Liability

- **Disclaimers:** Your use of our Website is at your own risk. The Website is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- **Limitation of Liability:** Notwithstanding any damages that you might incur, the entire liability of Shymkent-AI, its affiliates, or their licensors under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Service or 100 USD if you haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall Shymkent-AI or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if Shymkent-AI or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

9. Governing Law

The laws of the Republic of Kazakhstan, excluding its conflicts of law rules, shall govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

10. Dispute Resolution

If you have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting us.

11. Severability and Waiver

- **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- **Waiver:** Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

12. Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

13. Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

By email: support@shymkent-ai.com .