

## **Simba Terms of Service and Refunds Policy**

These Terms of Service constitute the entire agreement between you and Writera Limited and govern your use of the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

**By using the Services, you agree to be bound by these Terms. You claim and warrant that You have the full legal authority to accept these Terms and to be legally bound by them.**

In order to be fully aware of the terms and conditions stated herein, please read them carefully.

### **Modifications to Terms of Service**

We reserve the right, at our sole discretion, to change or modify portions of the Terms of Service at any time. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

### **Definitions**

**“Service(s)”** mean the provision of Simba and other related services (collectively, such services, including any new features and applications).

**“Site”** means the Uvocorp platform located at [uvocorp.com](http://uvocorp.com).

**“Simba”, “Simba Courses”** means our service of providing educational courses for our Clients.

**“Course(s)”** means online academic writing skills courses that are aimed at providing the Client with knowledge necessary for academic writing skills.

**“Content”** means any text, graphics, images, audio, video, software, data compilations, and any other form of information that can be stored in a digital form on a computer that appears on or forms part of our Site;

**“Terms”, “Terms of Service”** mean these Terms of Service, which are also include other documents and terms related to the provision of our services through our Site, such as but not limited to [Terms of Use](#), [Privacy Policy](#), and [Cookie Policy](#).

**“We”, “Our”** means Writera Limited, a company registered under the laws of Cyprus. Our registered office is at Vasili Michalidi, 9, 3026, Limassol, Cyprus.

**“User”, “You”, “Client”** means a natural person, individual entrepreneur, or a legal entity that purchase and uses our Services.

**“Plan”** - a configuration of Courses. Courses come with different selections of self-assessment tests, practice assignments, Zoom calls, final exams, e-mail support, chat support, mentor support, and certificates.

## **Use of the Service**

Simba Courses and any content viewed through our Service is solely for Your personal and non-commercial use. With Your Courses purchase, we grant You a limited, non-exclusive, non-transferable, revocable license to access the Content and view Your Course(s) through the Site. Except for the foregoing limited license, no right, title, or interest shall be transferred to You. You agree not to use the Service for public performances. You agree not to resell or share the Courses or any content of the Courses or any content presented during the Courses to other parties. You agree to use the Services on Your own without any help of any third parties.

We may revoke your license at any time at our sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the Service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

## **Mechanism of Simba courses**

In order to get access to the Courses, You shall choose the Plan You are interested in. After the selection of the Plan, You will get information about the learning platform You need to register at to access the Courses materials.

If You choose Golden or Platinum Plan, You will additionally get information about the chat communication platform where You shall get access to chat and personal mentor support.

You then embark on Your studies in line with the Plan paid for.

At the end of the studies, the Clients who choose the Golden or Platinum Plans have 2 free and 2 paid attempts to pass the final exam. If the Client in the Golden or Platinum plan fails all of the given attempts, the Client will be issued a certificate of the Silver plan (skills studied).

## **Cost of the Services**

To the extent the Service or any portion thereof is made available for any fee, You will be required to select a Plan and proceed for payment of the cost indicated at the Plan, all the prices for Plans are available at the

Site. You represent and warrant that the payment information You provide within the payment system available at the Site is true and that You are authorized to use the payment instrument offered.

You agree to pay us the amount that is specified in the Plan (as well as any applicable taxes) in accordance with the terms of such Plan and this Terms of Service. We reserve the right to change prices for the Plans. You shall be responsible for all taxes associated with the Services if applicable.

## Plans

Courses are available in 3 Plans:

<b>Plans Options</b>	<b>Simba Silver</b>	<b>Simba Gold</b>	<b>Simba Platinum</b>
<b>E-mail support</b>	Yes	Yes	Yes
<b>Chat support</b>	No	Yes	Yes
<b>Personal mentor support</b>	No	Yes	Yes
<b>Educational videos</b>	12	12	12
<b>Self-assessment test</b>	5 sets	8 sets	11 sets
<b>Practice Assignments</b>	No	7 assignments	14 assignments
<b>Zoom calls</b>	No	No	4 calls
<b>Final exam</b>	No	Yes	Yes
<b>Skills studied certificate</b>	Yes	No	No
<b>Skills studied and validated certificate</b>	No	Yes	Yes

If You purchase Silver or Golden plans, additionally, You may purchase missing features over the Course of Your studies. The Courses will inform You whenever such options are available as well as provide their precise cost.

If You choose Golden and Platinum plans and pass the final exam with not less than 65% of all scores, You may be offered an account at uvocorp.com. You may refuse the offer.

The level of the account at uvocorp.com depends on the results of the studies and varies from Middle B to Expert A:

- Middle B - 65% - 69% out of all points scored
- Middle A - 70% - 74% out of all points scored
- Expert D - 75% - 79% out of all points scored
- Expert C - 80% - 84% out of all points scored
- Expert B - 85% - 89% out of all points scored

- Expert A - 90% - 100% out of all points scored

## **Termination**

You agree that we, on our sole discretion, may suspend or terminate Your access or account (or any part thereof) or use of the Service, for any reason, including, without limitation:

- if You start using the help of third parties to complete the courses or
- start distributing the resources available to You to third parties,
- use derogatory, offensive language or other ways of misconduct,
- or if we believe that You have violated or acted inconsistently with the letter or spirit of these Terms of Service.

Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service may be referred to appropriate law enforcement authorities. Further, You agree that we will not be liable to You or any third party for any termination of Your access to the Service.

## **Refund Policy & Moneyback Guarantee**

Unless otherwise noted during Your purchase of the Service You choose, as required by applicable law in Your jurisdiction, should You become dissatisfied with the Service, we may refund the full amount of Your purchase and subsequently terminate Your access with the following limitations:

- You may claim a full refund prior to the moment You pass to video 3 of the Course
- Refunds are not available for the Clients 90 days after the purchase

Refunds are not available for accounts that have violated the Terms of Service; violations are determined at our sole discretion. If we determine that You are abusing our refund policy, we reserve the right to suspend or terminate Your account and refuse or restrict any and all current or future use of the Services without delivering a refund.

Additionally, if You claim a refund, there will be no certificate of completing our Courses for You.

## **Intellectual Property Rights and Restriction of Use**

You acknowledge and agree that the Service may contain content or features that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Content, in whole or in part. In connection with Your use of the Service, You will not engage in or use any data

mining, robots, scraping, or similar data gathering or extraction methods. If You are blocked by us from accessing the Service (including blocking Your IP address), You agree not to implement any measures to circumvent such blocking (e.g., by masking Your IP address or using a proxy IP address). Any use of the Service or the Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Writera Limited, our affiliates, and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by us.

Our name and logos are trademarks and service marks of Writera Limited. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Writera Limited Trademarks will be inure to our exclusive benefit.

### **Personal Data, Payment Information**

For details of how we collect, use and store Your personal data (if any), including Your personal data as a natural person, and Your payment details (if any), please see our [Privacy Policy](#).

### **Miscellaneous**

You may not transfer any of Your rights under these Terms to any other person. We may transfer our rights under these Terms to another person where we reasonably believe Your rights will not be affected.

You may not transfer Your credentials or access details to the Courses to any third party. If You know that somebody has gained Your access details, please inform us immediately, otherwise, we may suspend You from using our Services, and You lose the right to claim a refund.

If You breach these Terms, and we choose to ignore this, we will still be entitled to rely on our rights and remedies at a later date or in any other situation where You breach these Terms.

### **Governing law and jurisdiction**

These Terms are governed by the laws of Cyprus.

In the event of any dispute between You and us, where You are acting as a consumer, You can take the matter to the Cyprus Consumer Center for Alternative Dispute Resolution. More details can be found at <https://adrcyprus.com/en/>

In addition, You waive Your right for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or as a member in any such class, collective, representative, or private attorney general proceeding.

### **Contact details**

If You require further information about the Services, please contact [simba@uvocorp.com](mailto:simba@uvocorp.com).

### **Policy Versions**

Version 1.0. Last modified: Feb 3, 2022.