TERMS AND CONDITIONS

1. Introduction

Welcome to Tradonova ("Platform"), accessible at www.tradonova.com, owned and operated by Technogeek Ltd ("Company", "we", "us", or "our"), a company legally registered in the Marshall Islands with its principal office located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH 96960.

By accessing or using our website and services, you ("User" or "you") explicitly acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions, along with our Privacy Policy and Cookie Policy.

2. Legal Capacity & Eligibility

By using this Platform, you confirm that you possess the legal capacity to enter into binding agreements and are of legal age in your jurisdiction. If you are under 18 years of age, you declare that your use of the Platform is conducted under the direct supervision of a parent or legal guardian. If you do not agree to all of these terms, you must immediately discontinue use of our services.

3. Modifications to Terms

We reserve the right to modify, update, or replace any part of these Terms and Conditions or our services at our sole discretion. Material changes will be communicated to Users via email or through a prominent notice on the Platform. Your continued use of the Platform following the publication of revised terms constitutes acceptance of those changes.

4. Intellectual Property Rights & Licensing

- EUCD Compliance & Ownership: In compliance with the European Union Copyright Directive (EUCD), all content, software, text, graphics, logos, source code, and digital assets available on the Platform are the exclusive property of the Company or its licensors.
- Limited License: We grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and interact with our educational content for personal, non-commercial purposes only, subject to your active subscription or trial plan.
- Restrictions: You are strictly prohibited from transferring, sublicensing, assigning, selling, or commercially exploiting any rights granted under this license.

- Trademarks: All trademarks, service marks, trade names, logos, domain names, and brand assets associated with the Platform remain the sole property of the Company. Nothing in these terms grants you any right to use our intellectual property without prior written consent.

5. Third-Party Integrations

The Platform may incorporate, link to, or integrate services, tools, and content provided by third parties. You acknowledge that your use of third-party applications is governed by their respective terms of service and privacy policies. The Company assumes no responsibility or liability for the behavior, content, availability, or functionality of any third-party services.

6. User-Generated Content (UGC)

- User Responsibility: Users may submit, upload, or publish materials, including text, messages, forum posts, and reviews ("User Content"). You guarantee that your User Content does not violate any applicable laws or infringe upon the intellectual property or privacy rights of any third party.
- Monitoring & Removal: The Company does not actively pre-screen or continuously monitor User Content. However, we reserve the right, at our sole discretion and without prior notice, to review, restrict, or remove any User Content that violates these Terms or is otherwise deemed harmful.
- No Endorsement: We do not endorse, guarantee, or accept liability for any opinions, statements, or content posted by users.
- Copyright Inquiries: If you believe any content on the Platform infringes upon your copyright or intellectual property rights, please notify us immediately at support@tradonova.com.

7. Site Guidelines & Prohibited Conduct

To maintain a safe and respectful community, all users must adhere to the following rules. Violation of these guidelines may result in immediate account suspension or termination.

Intellectual Property & System Integrity

- Do not copy, reproduce, redistribute, broadcast, or publicly display any part of the Platform's services or content without explicit permission.
- Do not upload or transmit files for which you do not possess the necessary legal rights.
- Do not reverse engineer, decompile, disassemble, modify, or create derivative works based on the Platform's software or content.

- Do not bypass, disable, or circumvent any protective DRM measures, territorial restrictions, or access control systems.
- Do not sell, rent, lease, sublicense, or monetize access to any part of the Platform.
- Do not remove, alter, or obscure any proprietary, copyright, or trademark notices.
- Do not use automated systems (bots, scrapers, spiders, or crawlers) to collect data from the Platform without prior authorization.

Community Standards

- Do not post offensive, defamatory, obscene, hate-oriented, or unlawful material.
- Do not promote or facilitate illegal activities, piracy, or rights violations.
- Do not upload harmful software, including viruses, Trojan horses, worms, or malware.
- Do not engage in fraudulent behavior, misrepresentation, or impersonation of individuals or entities.
- Do not distribute unsolicited mass communications, commercial spam, or disruptive messages.
- Do not conduct unauthorized commercial activities, advertising, promotions, or sales without prior consent.

The Company reserves the right to suspend accounts or reclaim usernames at its sole discretion for violations of these guidelines.

8. Service Availability & Modifications

While we make reasonable efforts to ensure continuous service availability, uninterrupted operation cannot be guaranteed due to routine maintenance, system updates, or technical difficulties.

To the maximum extent permitted by law, the Company reserves the right to modify, suspend, or discontinue any feature or aspect of the Platform at any time, with or without notice. The Company shall not be liable to you or any third party for any service disruptions, loss of access, or email transmission failures during maintenance windows or system outages.

9. Payments & Course Access Limits

- Authorized Payment: Payments are accepted via credit/debit cards and approved online payment processors. By initiating a transaction, you represent that you are the authorized owner or permitted user of the payment method.

- Sufficient Funds: You are responsible for ensuring sufficient funds or credit lines are available. The Company is not responsible for transaction failures or delays resulting from bank rejections or insufficient funds.
- Billing Name: Charges will appear on your financial statement as Tradonova or Technogeek Ltd, depending on the processing provider used.
- Access Period: Access to any purchased course is valid for three (3) months from the payment date. Upon expiration of this 3-month period, course access will terminate automatically.

10. Refund Policy

- 14-Day Window: You may request a full refund for paid courses or services within fourteen (14) calendar days from the date of purchase.
- Request Process: Refund requests must be submitted directly via email to support@tradonova.com, clearly detailing the reason for the request. Each request will be evaluated individually.
- Exclusions: Refund requests submitted after the 14-day window will not be accepted, except where mandatory consumer protection laws dictate otherwise. All refund decisions made in accordance with this policy are final.

11. Term & Account Termination

- Duration: These Terms remain in full effect until terminated by either you or the Company.
- Termination by Company: We reserve the right to suspend or permanently disable access to the Platform at any time, at our sole discretion and without prior notice, if you breach these Terms or applicable laws.
- Termination by User: You may terminate your account at any time by sending an email to support@tradonova.com with the subject line "Account Closure/Service Termination", containing the following declaration:

"I, [Full Name as it appears on your account], request the immediate closure of my Tradonova account."

- Processing Time: The Company will process your request and issue written confirmation within five (5) business days. Termination takes effect on the date processing is completed.

- Data Privacy: You may also request the deletion of your personal contact data to opt out of future promotional communications, handled in accordance with our Privacy Policy.

12. Warranty & Disclaimer

The Platform and all associated content, courses, and services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express, statutory, or implied.

To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title. We do not warrant that the Platform will be uninterrupted, error-free, secure, or free from malware, viruses, or other harmful components. We do not endorse or assume responsibility for any third-party products, services, or content integrated with or linked from our Platform.

13. Limitation of Liability

To the maximum extent permitted by applicable law:

1. Exclusive Remedy: Your sole and exclusive remedy for dissatisfaction with the Platform or services is to stop using the Platform.
2. Exclusion of Consequential Damages: The Company, its affiliates, directors, officers, employees, and licensors shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages—including loss of profits, revenue, data, goodwill, or business disruption—arising out of or in connection with your use or inability to use the Platform, regardless of the legal theory invoked and even if advised of the possibility of such damages.
3. Aggregate Liability Cap: The Company's total aggregate liability for all claims relating to the Platform, services, or these Terms shall not exceed the total fees paid by you to the Company in the twelve (12) months immediately preceding the event giving rise to the claim.

14. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, or legal fees arising out of or related to:

1. Your breach of any provision of these Terms;
2. Any User Content you upload or submit;

3. Your misuse or illegal use of the Platform; or
4. Your violation of any third-party rights, including intellectual property or privacy rights.

This indemnification obligation will survive the termination or expiration of your account and these Terms.

15. Severability & Waiver

- Severability: If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be severed or modified to the minimum extent necessary to make it valid and enforceable, while the remaining provisions shall continue in full force and effect.
- No Waiver: The failure of the Company to enforce any right or provision of these Terms shall not operate as a waiver of such right or provision in future instances.

16. Governing Law & Jurisdiction

These Terms and any dispute, claim, or controversy arising out of or relating to your use of the Platform shall be governed by and construed in accordance with the laws of the Marshall Islands. You explicitly consent and submit to the exclusive jurisdiction of the courts located in the Marshall Islands for the resolution of all legal disputes.

17. Contact Information

For any legal notices, support inquiries, or questions concerning these Terms, please reach out to us at:

- Email: support@tradonova.com
- Website: www.tradonova.com