

# TERMS AND CONDITIONS

Version 2.0 — Last updated: 2 July 2026 (replaces version dated 30 October 2024)

## 1. Agreement to Terms

These Terms and Conditions (the “Terms”) are a legally binding agreement between you, whether personally or on behalf of an entity (“you”, “Customer”), and **VASCO CAVALHEIRO IT SERVICES SRL**, a private limited company under Belgian law with registered office at Square Ambiorix, 1000 Brussels, Belgium, trading as OnlineCourseHost.com (“OnlineCourseHost.com”, “we”, “us”, “our”), concerning your access to and use of the <https://onlinecoursehost.com> website and the OnlineCourseHost.com platform, on which you can create, host and sell online courses (together, the “Services”). By accessing or using the Services you agree to be bound by these Terms. If you do not agree, you must not use the Services.

The **Data Processing Agreement** published at [onlinecoursehost.com](https://onlinecoursehost.com) (the “DPA”) is incorporated into these Terms by reference and forms part of them wherever we process personal data on your behalf.

We may revise these Terms from time to time. For material changes — including changes to fees, liability, data handling or termination — we will notify you by email to your registered address at least 14 days before the changes take effect. For minor changes, the updated “Last updated” date is sufficient notice. Your continued use of the Services after the effective date constitutes acceptance of the revised Terms.

## 2. Your content and our platform

**You own your content.** All course materials, videos, texts, images, landing-page copy and other content you create or upload to your academy (“Creator Content”) remain your property, together with all intellectual property rights in them. You grant us a non-exclusive, worldwide licence to host, store, reproduce, transmit and display Creator Content solely as needed to provide the Services to you and your students, for the duration of these Terms.

**We own the platform.** The Services themselves — including all source code, databases, software, designs, and our trademarks and logos — are our property or licensed to us, and are protected by intellectual property laws. Except as expressly permitted, you may not copy, reproduce, resell, decompile or reverse-engineer any part of the platform.

**You are responsible for your content.** You warrant that you have all rights necessary to publish and sell your Creator Content, that it complies with applicable law and with our Content Guidelines (Section 15), and that it does not infringe the rights of any third party. We are not responsible for Creator Content; the views expressed in courses are those of their creators.

## 3. User representations

By using the Services, you represent and warrant that: (1) you have the legal capacity to enter into these Terms; (2) you are at least 18 years old; (3) you will not access the Services through automated means; (4) you will not use the Services for any illegal or unauthorised purpose; and (5) your use of the Services will comply with applicable law. If you provide information that is untrue, inaccurate or incomplete, we may suspend or terminate your account in accordance with Section 8.

## 4. Fees and payment

Some parts of the Services require payment of fees. We accept **credit and debit cards and PayPal**, and prices are stated in **euros (EUR)** unless indicated otherwise. You agree to provide current, complete and accurate purchase and account information and to keep it up to date. VAT and other taxes are added where legally required. You authorise us to charge your chosen payment method for the amounts due at the prices in effect at the time of purchase. We may correct

pricing errors even after payment has been requested or received. For subscription plans, we will give you at least 30 days' notice by email before any price change takes effect; the change applies from your next renewal.

## Lifetime plans

Certain plans are sold for a one-time fee as “lifetime” plans, whether purchased from us directly or through a partner marketplace. “Lifetime” means the lifetime of the Services: access for as long as we operate the OnlineCourseHost.com platform, subject to these Terms (including the Fair Usage Policy in Section 16). Lifetime plans purchased through a partner marketplace are additionally subject to that marketplace’s purchase and refund terms.

## 5. Cancellation and refunds

**30-day money-back guarantee.** If you are unsatisfied with a plan purchased directly from us, you may request a full refund within 30 days of purchase by emailing [helpdesk@onlinecoursehost.com](mailto:helpdesk@onlinecoursehost.com). For purchases made through a partner marketplace, the marketplace’s refund policy applies.

You can cancel a subscription at any time from your account settings or by emailing [helpdesk@onlinecoursehost.com](mailto:helpdesk@onlinecoursehost.com). Cancellation takes effect at the end of the current paid term; no further renewals will be charged. After cancellation or expiry, Section 8 (termination, data export and deletion) applies to your account data.

## 6. Acceptable use

You may use the Services to build, operate and commercially exploit your own online course business — that is what the Services are for. You may **not**:

- use the Services in violation of applicable law or these Terms, or for fraudulent or deceptive purposes;
- upload or distribute content that violates our Content Guidelines (Section 15) or infringes third-party rights;
- attempt to gain unauthorised access to the Services, other users’ accounts or data, or circumvent security features;
- upload malicious code, interfere with or disrupt the Services, or place an undue burden on our infrastructure;
- systematically scrape, harvest or extract data from the Services, including other users’ personal data, or use it to send unsolicited communications;
- copy, frame, resell or white-label the platform itself, or use it to build a competing product;
- impersonate another person, misuse our support services, or harass our staff or other users.

## 7. Feedback

If you send us suggestions, ideas or other feedback about the Services, we may use them without restriction or compensation. This does not apply to your Creator Content, which remains yours (Section 2).

## 8. Term, termination, data export and deletion

**Term.** These Terms apply for as long as you use the Services.

**Termination by you.** You may stop using the Services and delete your account at any time. Account and academy deletion is carried out exclusively through the verified deletion process described below.

**Termination by us.** We may terminate or suspend your account for cause: material breach of these Terms (including the Content Guidelines and Fair Usage Policy), non-payment, unlawful

use, or where required by law. Except where the violation is serious and requires immediate action, we will notify you by email and give you at least 14 days to remedy the issue before termination takes effect.

**Content moderation.** We may unpublish or remove specific content that violates the Content Guidelines (Section 15) without prior notice; this does not by itself affect the rest of your academy or your account.

**Data export.** You may export your Creator Content and your student and customer data during the term of these Terms and, following termination by either party, during a wind-down period of 30 days. Our support team will assist with exports on request.

**Verified deletion — your academy is never deleted in a single step.** No deletion or reset of an academy or account is executed without: (1) an identity check confirming that the request, the website and the registered owner email address all match; (2) a full backup of the account taken beforehand and retained for 90 days; (3) approval by a second team member; (4) a mandatory 24-hour waiting period; and (5) the account owner's explicit written confirmation from the registered email address. Executed deletions remain restorable from the pre-deletion backup during its retention period.

## 9. Modifications and interruptions

We reserve the right to change, suspend or discontinue features of the Services at any time. We do not guarantee uninterrupted availability: maintenance, hardware, software or other problems may cause interruptions, delays or errors. Where a planned change would materially reduce the core functionality you pay for, we will give you reasonable prior notice by email. Subject to Section 12, we are not liable for unavailability of the Services.

## 10. Governing law and jurisdiction

These Terms are governed by **Belgian law**, excluding the United Nations Convention on Contracts for the International Sale of Goods. For business customers, the **courts of Brussels, Belgium have exclusive jurisdiction** over any dispute arising out of or in connection with these Terms or the Services. If you are a consumer habitually resident in the EU, you retain the protection of the mandatory provisions of the law of your country of residence and may bring or defend proceedings in that country.

## 11. Dispute resolution

Before initiating court proceedings, the parties agree to attempt in good faith to resolve any dispute informally for at least 30 days from written notice of the dispute sent to the other party. This does not prevent either party from seeking urgent injunctive relief.

## 12. Disclaimer and limitation of liability

**Disclaimer.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

**Exclusion of indirect damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF DATA, ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Liability cap.** TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO **THE GREATER OF (A) THE FEES YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) ONE HUNDRED EUROS (EUR 100).**

**Exceptions.** Nothing in these Terms excludes or limits our liability for fraud or wilful misconduct, or any other liability that cannot be excluded or limited under applicable law. If you are a consumer, your statutory rights remain unaffected.

### 13. Indemnification

You agree to defend, indemnify and hold us harmless, including our officers, employees and agents, from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees, made by any third party arising out of: (1) your Creator Content; (2) your breach of these Terms; (3) your violation of the rights of a third party, including your students; or (4) your violation of applicable law, including data protection law applicable to you as controller of your students' data.

### 14. Your data, backups and your responsibilities

**What we back up.** The platform database — including your course structures, pages, orders, participant and customer data and bulk-mail contacts — is backed up automatically every week, with backups retained for 28 days (four generations). Independently, the platform database can be restored to any point within a rolling 7-day window. Backup recoverability is tested monthly.

**What we do not back up.** Video and other media files are not included in database backups. You must at all times retain your own master copies of all videos, media and source files you upload. We recommend you also keep your own periodic exports of your customer and student data.

**Your responsibility.** Subject to Section 8 (verified deletion), Section 12 (liability) and the DPA, you are responsible for the data you transmit to or generate on the Services. Where we process personal data of your students on your behalf, the DPA governs that processing; you are the controller of your students' personal data and responsible for your own compliance with data protection law towards them.

### 15. Content Guidelines (toxic content policy)

We are committed to a safe and lawful platform for creators and students. The following content is prohibited:

- Illegal content, or content promoting illegal activity;
- Discriminatory content promoting hate or prejudice based on race, gender, nationality, religion, disability or sexual orientation;
- Harassment, bullying, intimidation or doxing;
- Deceptive or misinformative content, including false claims about course outcomes;
- Content promoting violence or dangerous activities;
- Exploitative content, in particular any content exploiting or sexualising minors;
- Pornography;
- Spam and fraudulent schemes;
- Medical, financial or legal advice presented by creators who lack the professional qualifications required to give it.

Published content is evaluated for compliance on an ongoing basis. We operate a policy of a maximum of three warnings within six months. Violations may lead to unpublishing or removal of the content concerned and, in accordance with Section 8, to suspension or termination of the

account. To report content that violates these Guidelines, email [helpdesk@onlinecoursehost.com](mailto:helpdesk@onlinecoursehost.com) with the URL and a brief description.

## 16. Fair Usage Policy

We do not generally limit or separately charge for data storage or bandwidth used by your academy. This is subject to fair use: if your aggregate storage or bandwidth usage is clearly higher than that of 99% of platform users, we may charge fees for excessive usage, require an upgrade to a different plan, or terminate the account in accordance with Section 8, in each case upon advance written notice.

## 17. Electronic communications

Visiting the Services, sending us emails and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communication be in writing.

## 18. Miscellaneous

These Terms, together with the DPA and the policies referenced in them, constitute the entire agreement between you and us regarding the Services. Our failure to enforce any provision is not a waiver of it. We may assign our rights and obligations under these Terms; you may not assign yours without our consent. We are not responsible for any loss, damage, delay or failure to act caused by events beyond our reasonable control. If any provision of these Terms is found unlawful or unenforceable, it is severable and the remaining provisions remain in effect. Nothing in these Terms creates any joint venture, partnership, employment or agency relationship between you and us.

## 19. Contact

VASCO CAVALHEIRO IT SERVICES SRL

Square Ambiorix, 1000 Brussels, Belgium

[helpdesk@onlinecoursehost.com](mailto:helpdesk@onlinecoursehost.com)

*End of Terms and Conditions — Version 2.0, effective 2 July 2026. The prior version (30 October 2024) has been archived and is available on request at [helpdesk@onlinecoursehost.com](mailto:helpdesk@onlinecoursehost.com).*