CodyNick Digital Services Terms and Conditions

Terms and Conditions *Last Updated: October 22nd, 2026*

Welcome to CodyNick Digital Services (“the App”), operated by CodyNick (“we,” “us,” or “our”). By accessing or using the App, you agree to comply with and be bound by the following Terms and Conditions. If you do not agree, you must refrain from using CodyNick Digital Services or any other CodyNick Service.

1. Use of the App

1.1. You agree to use the App only for lawful purposes and in accordance with these Terms.

1.2. You shall not misuse the App or attempt unauthorized access. In addition, you agree to keep your password and login information private, and are responsible for any losses suffered as a result of not doing so.

1.3. [not in effect]

1.4. If required by applicable law, you certify that you are at least the minimum age required to be a user of the App, and have, if required by law, reviewed and agreed to these terms and conditions alongside with your parents and guardian(s).

1.5. [not in effect]

1.6. [not in effect]

1.7. In all cases, regardless of damages, CodyNick may suspend or cancel your certifications and/or access to CodyNick services if there are reasonable grounds to believe that:

1. You have violated or plan to violate these terms and conditions
2. You have repeatedly violated CodyNick guidlines, especially as an instructor or affiliate
3. You have treated any CodyNick member (including students, instructors, staff, and affiliates) without due respect and decency or in a discriminatory manner
4. You owe outstanding or overdue debt to CodyNick or any CodyNick affiliate (CodyNick-related debt) and refuse to resolve it without reasonable cause.
5. You have shown negligent or unsafe behaviour in a CodyNick-related setting that may endanger others
6. You have caused, or plan to cause physical, emotional, reputational, or financial harm to others by means of CodyNick services and privilages
7. You have used, or plan to use any CodyNick service or privilege for unlawful purposes

1.8. You agree not to attempt access to pages or services that you do not have the authorization to access.

1.9. You certify that, at the time of your agreement to these terms and conditions or otherwise when accessing the App, you have not been convicted of any criminal offenses against vulnerable groups, including but not limited to kidnapping, abuse, extortion, or violence against vulnerable groups, unless you have been authorized by CodyNick to access the App despite this section.

1.10. You agree to terminate your access to the App immediately if you become subject to the criteria in section 1.9 at any time after your initial agreement to these terms and conditions

2. Cookies & Data Collection

2.1. We use cookies to enhance user experience and transmit your information between connected services soley operated by CodyNick. By using the App, you consent to our use of cookies.

2.2. You may disable cookies in your browser settings, but doing so may interfere with the function of the app. See section 7 for more details on opting out.

2.3. In addition to the previous subsections, we collect the following personal information through our services:

- Your Full name
- Your Email and Phone number
- Your chosen username(s) or display names
- Your profile pictures or avatars
- Your date of Birth
- A log of your access and use of the App (including IP addresses and device IDs)
- Any other information you choose to provide to CodyNick through any communication channel.

2.5. All data collected will be stored by CodyNick only and used for the purpose of service integrity, security, and functionality, and validation of certificates or other credentials and verification of your identity where applicable. You may withdraw consent to data collection or request that your data be deleted by contacting CodyNick Support. See section 7 for more details.

2.6. Some of your information will be accessible by other CodyNick users and the public for the purpose of app functionality and maintaining the integrity of CodyNick digital certificates. This never includes your phone number, date of

birth, or IP addresses and device IDs unless you make that information visible to the public through the app, or provide consent for their publication.

2.7. Despite anything in these terms and conditions, or any other CodyNick guidlines or terms and conditions, CodyNick may release users’ personal information to third parties if it is reasonable to believe that not doing so may lead to imminent harm to any person. CodyNick may also release users’ personal information if explicitly required by law.

2.8. CodyNick may release users’ personal information to law enforcement, courts of law, and external legal counsel for CodyNick strictly for enforcement and legal proceedings if CodyNick reasonably believes that those users have violated these terms and conditions, or any other CodyNick terms and conditions or guidlines.

3. Email Communications

3.1. By signing up for the App, you consent to receive emails from us related to your account, including activity notifications, one-time or updated passwords, and other relevant communications.

3.2. You may opt out of receiving emails at any time by contacting CodyNick Support. See section 7 for more details.

3.3. You may, at any time separately from section 3.1, opt to receive marketing and promotional emails from CodyNick.

4. Fair Use Policy

4.1. Users are expected to use the App responsibly and not engage in activities that:

- Violate laws or regulations
- Infringe on intellectual property rights
- Disrupt or harm the App’s services

4.2. Excessive or abusive use may lead to limitations or termination of your access.

4.3. You agree not to attempt to copy or reproduce, in part or whole, any of the CodyNick Platforms or Gadgets, except those that are released under specified licenses or with the written permission of CodyNick. This includes, but is not limited to:

1. Extracting or obtaining code or software not released to the public, or in a manner prohibited by the applicable license under which the code is released.
2. Attempting to create gadgets, portals, platforms, devices, or products using, in part or whole, CodyNick codes or technologies not released to the public or where such use is prohibited by the applicable license.

4.4. If proven, in a court of law or otherwise, that you have violated section 4.3, you agree to pay CodyNick, in addition to any other damages, the greater of:

1. 120% of any revenue or financial benefit obtained through the violation, including but not limited to subscription fees or sales revenue.
2. C$50 per each user of the violating service who has payed any fees for their use of that service.

5. Intellectual Property

5.1. The App and all related content are owned by or licensed to

CodyNick.

5.2. By uploading any intellectual property on the App, you grant CodyNick an irrokable, permanent license to use that property for any non-commercial purpose. You also guarantee that you are allowed to grant CodyNick such license.

6. Limitation of Liability

6.1. We provide the App “as is” and do not guarantee uninterrupted or error-free service.

6.2. To the maximum extent permitted by law, we are not liable for any damages arising from, or relating to, your use of the App in any way.

7. Termination

7.1. We reserve the right to suspend or terminate your access for violations of these Terms or as otherwise deemed necessary by CodyNick, at it’s sole discretion, including for causes outlined in section 1.7.

7.2. You may terminate this agreement or withdraw consent for receiving e-mail communications, use of cookies, or data collection at any time by contacting CodyNick support.

7.3. You may request to have all data collected by CodyNick about you deleted by contacting CodyNick Support, except for your last name and email, which may be kept by CodyNick for record-keeping purposes.

7.4. Any withdrawal of consent under section 7.2 other than a withdrawal of consent for marketing and promotional emails will lead to an indefinite suspension of your access to all CodyNick services as the App is unable to function without cookies,

essential e-mail communications, or data collection and use.

7.5. In addition to section 7.4., requests under section 7.3 or withdrawal of consent under section 7.2 for data collection and sharing will be handeled similarly by the deletion of all your information stored by CodyNick, and will lead to an immediate and irreversible loss of all data stored by CodyNick about you and the cancellation of all your CodyNick digital certificates.

7.6. You may reinstate your access to CodyNick services:

- In case of a withdrawal of consent under section 7.2, by contacting CodyNick Support and providing written consent to CodyNick for the items for which consent was withdrawn.
- In case of a request under section 7.3, by signing up as a new user and agreeing to these terms and conditions again, including consent for essencial e-mail communications, use of cookies, and data collection and sharing.

7.7. Despite section 7.6 and in accordance with section 7.1, CodyNick may choose not to reinstate your access to the App after consent is withdrawn or a deletion of data is requested.

7.8. Despite anything in this section, CodyNick may pause the deletion of your personal information if your information has been released, or circumstances exist warranting a release, under subsections 2.7 or 2.8. This pause will continue indefinitely or for the duration required by law or ordered by a court of law.

8. Certification Policy

8.1. CodyNick may Issue you an electronic certificate, or a printed version of one, after the completion of a course or an achivement, or as otherwise seen fit by CodyNick.

8.2. The issued certificates are the sole property of CodyNick, and may be suspended or cancelled at the sole discretion of CodyNick, with or without prior notice, an explanation or reason, a hearing, or right to an appeal.

8.3. You agree to refrain from:

1. Presenting cancelled, suspended, or expired certificates as valid to any person or entity.
2. Altering, Forging, or Issuing CodyNick Certificates without explicit authorization.

8.4. You agree to destroy all printed and electronic versions of your issued certificate upon becoming aware of it’s suspension or cancellation. Alternatively, you may decide to return printed certificates to CodyNick at your own expense, as directed by CodyNick Support.

8.5. You are not required to destroy or return expired certificates that are not subject to suspension or cancellation, and may present them to any person or entity on the condition that you explicitly state that the certificate has been expired and is no longer valid.

9. Changes to Terms

9.1. We may update these Terms from time to time with or without notice. Continued use of the App after updates constitutes acceptance.

9.2. You can find the most recent version of these terms by visiting our support website or contacting CodyNick support, as per section 10.

10. Contact Information

10.1. If you have any questions, reach out to us by going to https://support.codynick.com.

10.2. All official communications with CodyNick must be done through the method outlined in section 10.1.

Additional Terms and Conditions for Specific Sections of the App

11. CodyNickCoin Program (CodyNick's digital rewards program)

11.1. CodyNick reward points, also known as "CodyNickCoins" and referred to as such in this document, can be earned by completing tasks or milestones determined at CodyNick's own discretion, subject to change at any time without prior notice.

11.2. CodyNickCoins can only be redeemed toward prizes determined by CodyNick, subject to change at CodyNick's sole discretion without prior notice. CodyNickCoins have no monetary value, and cannot be bought or redeemed for cash except where required by law.

11.3. CodyNick reserves the right to pause or cancel the CodyNickCoin program or any of its specific prize or pathway of earning CodyNickCoins, without prior notice. No type of compensation will be issued if the program is cancelled or suspended, unless deemed nessesury by CodyNick, at it's sole discretion.

11.4. We reserve the right to suspend your access to the CodyNickCoin program, at CodyNick’s sole discretion, with or without prior notice or compensation. Upon suspension from the program, you lose any remaining CodyNickCoin balance in your account. If your access is re-instated, CodyNick may, at it’s sole discretion, re-instate your previous balance partially or fully.

11.5. Unless the program is suspended or cancelled or you are suspended from the program, CodyNickCoins do not expire or become invalid if unused, and may be used to claim active prizes at any time if your CodyNickCoin balance is sufficient.

11.6. You have the option of issuing and depositing CodyNickCoin cheques through this program. Issued cheques can only be deposited by active CodyNickCoin account holders. You agree not to use this feature for any transaction of goods with monetary value or in place of cash, or for any purpose prohibited by applicable law. Furtheremore, you agree not to deposite any CodyNickCoin cheques without the express consent of the issuer or the original recipient(s), as the case may be.

11.7. CodyNickCoin balance spent or lost for any reason cannot be restored or refunded, unless significant evidence of fraud, in addition to evidence of due diligence of the user in safeguarding access to their balance exists, as determined at CodyNick’s sole discretion.

11.8. CodyNick may grant you CodyNickCoins based on your activity on the CodyNick LMS. This activity is recorded using a script, and you can opt out of it by refusing consent when prompted periodically on the CodyNick LMS website. Furtheremore, consent for this activity recording is stored on individual devices, and applies regardless of the user logged in. To change consent, you can clear the site data from your browser settings

and log in again. The amount of CodyNickCoins awardable is determined at CodyNick’s sole discresion. Furtheremore, CodyNick may suspend or terminate this pathway of earning CodyNickCoins in accordance with section 11.3. In addition, the time tracking data is periodically deleted after CodyNickCoins are awarded and if users are active, and you may request their early deletion at any time (however CodyNick may refuse to award CodyNickCoins for data that is deleted early)

12. CodyNick LMS Systems

12.1. CodyNick Learning Management (LMS) Systems are used to facilitate CodyNick courses. Any content found on these services are the sole property of CodyNick or are licensed by CodyNick, and may not be reproduced or copied without prior written consent of CodyNick.

12.2. You may come across other users’ personal information when using this service, as outlined in section 2.4. You agree to keep this information confidential unless granted permission to release them by the owner(s) or CodyNick.

13. CodyNick Forum

13.1. CodyNick Forum is a digital forum managed by CodyNick. By using it, you agree to refrain from posting any content that is considered to be inapproperiate, disrespectful, discriminatory, malicious, hazardous to any person or entities’ reputation, safety, or security, unrelated to CodyNick, or prohibited by law (Including Copyright Violations), as determined at the sole discretion of CodyNick.

13.2. Any content posted or uploaded in CodyNick Forum shall be considered public, and may be re-used, re-produced, or shared by CodyNick or any user of the service. Furtheremore, you certify

that you have the required legal permissions to make public anything you post to CodyNick Forum.

13.3. You may report any posts violating section 13.1 by contacting CodyNick support. Any person posting content prohibited under section 13.1 or reacting to or contributing or replying to such content may be suspended indefinitely from CodyNick Forum and/or the App as a whole, as solely determined by CodyNick. Furtheremore, CodyNick may release any content uploaded or posted on CodyNick forum to approperiate authorities if unlawful activity is suspected.

14. CodyNick E-Shop

14.1. You agree to abide by the Terms and Conditions of CodyNick E-Shop if placing an order or otherwise using this service, including the Refund and Returns policy.

14.2. The Terms and Conditions Referred to in section 14.1 can be found on CodyNick E-Shop website at https://eshop.codynick.com, and apply in addition to this document.

15. CodyNick Support Portal

15.1. You agree to use the CodyNick support portal only for releavent communication with CodyNick, and refrain from transmitting requests or questions that are unrelated to CodyNick, are prohibited by law, or are sent with the sole intention of occupying the portal’s resources (also known as spam).

16. CodyNick MBDB

16.1. You acknowledge that there is no expectation of privacy from CodyNick or the public regarding the data you upload to

CodyNick MBDB, and that your data can be accessed using only your instance code.

16.2. Despite section 16.1, you agree not to access or modify other users' information on CodyNick MBDB without their consent.

16.3. You agree to refrain from uploading any content to CodyNick MBDB that is considered inapproperiate, disrespectful, discriminatory, malicious, hazardous to any person or entities' reputation, safety, or security, or prohibited by law (Including Copyright Violations), as determined at the sole discretion of CodyNick.

16.4. In accordance to section 16.1, CodyNick reserves the right to monitor content uploaded to CodyNick MBDB, and disclose them to the approperiate authorities if there is reasonable suspicion of unlawful activity.

16.5. CodyNick MBDB is meant exclusively for use with CodyNick IDE and CodyNick products. You agree not to use it for any other purpose or in any other way, including both personal and commercial applications.

17. CodyNick ID SSO

17.1. You agree to use only your full legal name and correct date of birth, as noted on your government-issued identification, to sign up for CodyNick ID.

17.2. You agree that you are responsible for any consequences or losses occured by not abiding by subsection 17.1, including but not limited to:

- Refusal of service by CodyNick or any affiliates due to inconsistancy in identification information
- Rejection of your certifications by any third party due to

an inconsistancy between your name on your certifications and your legal name

17.3. You agree to keep your CodyNick ID E-mail address and phone number up-to-date, and are responsible for any losses suffered as a result of not doing so in a timely manner.