

Koç University Online Programs Terms of Service

Welcome to Koç University Online Programs. Before opening an account with Koç University Online Programs or using any part of Koç University Online Programs website or mobile applications, including accessing any course materials, chat rooms, or other electronic services (“Koç University Online Programs Site,” which consists of all content and pages in the web space and all mobile applications), please read the Terms of Service (“ToS”) and the Code of Conduct. The ToS and the Code of Conduct below constitute the agreements between you and Koç University (hereinafter referred to as “Agreements”). Using the Koç University Online Programs Site, you agree to be legally bound by the Agreements, whether or not you are a registered user. In addition, before using any part of the Koç University Online Programs Site, please read the Privacy Policy for the Koç University Online Programs Site. The Privacy Policy describes how your personal data is collected and processed using the Koç University Online Programs Site. If you do not understand or do not wish to be bound by the terms of the Agreements or Privacy Policy, do not use the Koç University Online Programs Site. Koç University Online Programs reserves the right to change the ToS without prior notice. Any changes to these ToS will be effective immediately upon posting on this page, starting from the effective date. By accessing the Koç University Online Programs Site after any changes have been made, you are deemed to accept your agreement concerning the amended ToS and all changes prospectively. Revisit this page periodically to ensure you are familiar with the most current version of the ToS. Any version of the ToS in a language other than Turkish is created for convenience, and you understand and agree that the Turkish version shall be considered valid in case of any conflict.

THE TOS IS ORGANIZED AS OUTLINED BELOW:

- Rules of Online Conduct
- Strictly Prohibited Items
- User Accounts
- Your right to use content on Koç University Online Programs Site
- User Notifications
- Certificates and Other Products and Services
- Trademarks
- The Digital Millennium Copyright Act
- Warranty Liability/Limitations of Liability
- Indemnification
- Additional Terms

RULES OF ONLINE CONDUCT

You agree that you are responsible for using the Koç University Online Programs Site and your submissions. “User Notifications” means all content posted, published, and distributed by you or other Koç University Online Programs Site users, including but not limited to, all forum posts, Wiki edits, notes, questions, comments, videos, and uploaded files. You agree to use the Koç University Online Programs Site per these Agreements and all applicable local, national, and international laws, rules, and regulations, including copyright laws and all laws regarding the transfer of technical data exported from your country of residence and Turkish export control laws. As a condition of your usage of the Koç University Online Programs Site, you may not use this site to damage, disable, overload, or disrupt any Koç University Online Programs server or the network (or networks) connected to the Koç University Online Programs server, or to interfere with another party’s use and enjoyment of the Koç University Online Programs. You may not attempt to gain unauthorized access through hacking, password cracking, or other means to the Koç University Online Programs Website, other accounts, computer systems, or networks connected to any Koç University Online Programs server. You may not intentionally obtain or attempt to get by any means, any material or information stored on the Koç University Online Programs Site, its servers, or associated computer if such material or information is not available through the Koç University Online Programs Site. If you are a registered user, you will not share your password with any other persons or allow or compromise access to your account by others. You further agree not to copy, retrieve, or bulk download any Koç University Online Programs Site content, including but not limited to a list or directory of users in the system, user posts or user information, online textbooks, course materials, or trademarks and logos. By using the Koç University Online Programs Site, you agree not to misrepresent your identity or attempt to misrepresent your identity (although you are free to use an anonymous username on the forums and act in a way that protects the confidentiality of your identity).

STRICTLY PROHIBITED ITEMS

THE FOLLOWING ARE STRICTLY PROHIBITED ON THE EDX SITE

- Content that harasses, threatens or insults others
- Content that discusses illegal activities with the intention of carrying them out
- Content that violates the intellectual property rights of others, including but not limited to copyrights and trademarks
- Abusive, pornographic, obscene, indecent, or illegal content

- Advertising or commercial solicitation of any kind
- Contents related to biased political activities
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or other similar software that can damage the operation of another computer or property
- Content featuring deliberately inaccurate information or published to mislead others—this list shall collectively be referred to as “Strictly Prohibited Items”
- You will not submit, publish, share, or otherwise distribute any of the Strictly Prohibited Items above on or through the Koç University Online Programs Site.

USER ACCOUNTS

To create a user account, you must provide your full name, email address, country or place of residence, public username, and user password. You agree that you will never share or disclose your user account or access information to third parties. When creating your user account, you may be prompted to enter additional optional information (for example, your year of birth). You declare that all information provided by you is accurate and up-to-date. You agree to maintain and update your information to keep it accurate and current. We care about the confidentiality and security of your personal information. For more information about the collection and use of data on the Koç University Online Programs Site, please refer to the Privacy Policy.

YOUR RIGHT TO USE THE CONTENT ON THE KOÇ UNIVERSITY ONLINE PROGRAMS SITE

Unless it is located in a public area, the content on the Koç University Online Programs Site is protected by the laws of the Republic of Turkey and foreign copyright laws. Courses, exams, videos, images, and other teaching materials offered on the Koç University Online Programs Site are for your personal use only in connection with these courses, unless otherwise expressly stated on the EdX Site. We aim to increase Koç University Online Programs course content under more open license terms, helping participants build a vibrant ecosystem and achieve Koç University Online Programs’ goal of making education accessible and affordable. Certain reference documents, digital textbooks, articles, and other information on the Koç University Online Programs Site are used with the permission of third parties, and the use of this information is subject to certain rules and conditions to be published with the information. Using the Koç University Online Programs Site, you agree to comply with all these terms and conditions. You agree to retain all copyright and other notices regarding any content you obtain from the Koç University Online Programs Site. All rights are reserved on the Koç University Online Programs Site and its content unless explicitly stated.

Use for Personalization and Pedagogical Improvements

Our goal is to provide the best possible educational experience to current and future visitors of the EdX Site. To further this goal, we sometimes offer different course materials and software to different users. We do this to personalize the experience to the individual learner (to assess the learner’s level of ability and learning style, and present materials best suited to the learner), to improve our understanding of the learning process, and to evaluate and improve the effectiveness of our course materials, payment models, platform features, and offerings. We may publish or otherwise publicize results from this process, but unless otherwise permitted under the Privacy Policy, those publications or public disclosures will not include your personal information.

USER NOTIFICATIONS

User Notifications Representations and Warranties.

By submitting or distributing your User Notifications, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to reproduce and publish the User Notifications and to authorize Koç Üniversitesi Online Programs and its users to reproduce, modify, publish, and otherwise use and distribute your User Notifications in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Notifications nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not Koç University Online Programs, are solely responsible for your User Notifications and the consequences of posting or publishing them.

Licenses Granted to Koç University Online Programs

By submitting or distributing your User Notifications, you hereby grant to Koç University Online Programs a worldwide, non-exclusive, transferable, assignable, sub-licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Notifications, in whole or in part, in any form and any media formats and through any media channels (now known or hereafter developed).

Licenses Granted to Koç University Online Programs Users

By submitting or distributing your User Notifications, you grant each user of the Koç University Online Programs Site a non-exclusive authority to access and use your User Notifications for their purposes in connection with their use of the Koç University Online Programs Site.

THE DIGITAL MILLENNIUM COPYRIGHT ACT

Copyright holders who believe that their materials have been violated on the Koç University Online Programs Site should contact the officer in charge of the Koç University Online Programs.

The notification should contain the following:

- Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
- Identification of the material that is allegedly infringing or is the subject of infringing activity. You must include sufficient information for us to locate the material (e.g., URL, IP address, computer name).
- Include the information necessary for contacting the complaining party (such as e-mail address, and phone number).
- A statement that the complaining party believes that the use of the material has not been authorized by the copyright owner or an authorized representative.
- A statement that the information contained in the notice is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

WARRANTY LIABILITY / LIMITATIONS OF LIABILITY

The Koç University Online Programs Site and any information, content, or services made available on or through the Koç University Online Programs Site are provided “as is” and “as available” without warranty of any kind (express, implied, or otherwise), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement (except insofar as any such implied warranties may not be disclaimed under applicable law). Koç University Online Programs and Koç University Online Programs Participants (as defined below) do not warrant that the Koç University Online Programs Site will operate in an uninterrupted or error-free manner, that the Koç University Online Programs Site is free of viruses or other harmful components, or that the courses or content provided will meet your needs or expectations. Koç University Online Programs and Koç University Online Programs Participants also make no warranty about the accuracy, completeness, timeliness, or quality of the Koç University Online Programs site or any courses or content or any particular courses or content will continue to be made available. Using the Koç University Online Programs Site and the content and services obtained from the Koç University Online Programs Site is at your own risk. Your access to information, materials, or data obtained from the Koç University Online Programs Site or any reference site is at your own responsibility and risk. You are solely responsible for any damage or data loss caused to your property (including your computer system) after downloading or using this material and data unless expressly stated in the privacy policy.

Disclaimer for User Notifications

You understand that when using the Koç University Online Programs Site you will be exposed to User Notifications from a variety of sources and that neither Koç University Online Programs nor the Koç University Online Programs Participants are responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Notifications. You acknowledge that you may be exposed to User Notifications that are inaccurate, offensive, defamatory, indecent, or objectionable and you agree to waive, any legal or equitable rights or remedies you have or may have against Koç University Online Programs or any Koç University Online Programs Participants. Neither Koç University Online Programs nor their Participants endorse any User Notifications or any opinions, suggestions, or recommendations expressed on the Site. Neither Koç University Online Programs nor any of their Participants have any obligation to monitor any User Notifications or any other user communications through the Koç University Online Programs Site. However, Koç University Online Programs reserves the right to review User Notifications and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason, or to allow Koç University Online Programs Participants to do so. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these ToS, Koç University Online Programs may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

Links to Other Websites

Koç University Online Programs Website may contain hyperlinks to websites maintained or controlled by others. Koç University Online Programs and Koç University Online Programs Participants are not responsible for and assume no responsibility for the content of any product or service that may be offered on these websites, or for using, approving, reviewing, or approving such content. If you decide to access affiliated third-party websites, you do so at your own risk.

To the fullest extent permitted by applicable law, you agree that neither Koç University Online Programs nor any of the Koç University Online Programs participants will be liable to you for any loss or damages, either actual and consequential, arising out of or relating to these terms of service, or your (or any third party's) use of or inability to use the Koç University Online Programs site, or your placement of content on the Koç University Online Programs site, or your reliance upon information obtained from or through the Koç University Online Programs site, whether your claim is based in contract, tort, statutory or other law. In particular, to the fullest extent permitted by applicable law, neither Koç University Online

Programs nor any of the Koç University Online Programs participants will have any liability for any consequential, indirect, punitive, special, exemplary, or incidental damages, whether foreseeable or unforeseeable and whether or not they have been negligent or otherwise at fault (including, but not limited to, claims for defamation, errors, loss of profits, loss of data, or interruption in the availability of data). Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

INDEMNIFICATIONS

You agree to defend, hold harmless, and indemnify Koç University Online Programs and the Koç University Online Programs Participants, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents, and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the Koç University Online Programs Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, Koç University Online Programs or the applicable Koç University Online Programs Participant will provide you with written notice of such claim, suit, or action.

ADDITIONAL TERMS

Termination Rights; Discontinuation of Courses and Content

You agree that Koç University Online Programs has the right to terminate your use of or participation in the Koç University Online Programs Site, at its sole discretion, for any reason or no reason, by giving notice. It is the policy of Koç University Online Programs to terminate the accounts of Koç University Online Programs Site users who repeat copyright violations. Koç University Online Programs and the Koç University Online Programs Participants reserve the right at any time in their sole discretion to cancel, delay, reschedule or alter the format of any course offered through Koç University Online Programs Online Programs, or to cease providing any part or all of the Koç University Online Programs Online Programs Site content or related services, and you agree that neither Koç University Online Programs Online Programs nor any of the Koç University Online Programs Online Programs Participants will have any liability to you for such an action. If you no longer want to join Koç University Online Programs site, you can always terminate your participation. The rights granted to you will terminate with the termination of your right to use the Koç University Online Programs Site, but the other provisions of the "Agreements" will still apply after such termination.

The Integrity of the Contract

These "Agreements" constitute the entire agreement between you and Koç University Online Programs regarding the use of the site, invalidating any pre-existing agreement between you and Koç University Online Programs.

Waiver and Severability

The failure of Koç University Online Programs to comply with or enforce any provision or right listed in the "Agreements" does not mean that it waives this right or provision. If any provision of the "Contracts" is declared invalid by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to uphold the intentions of the parties as reflected in that provision or other provisions of the "Agreements," and the other provisions of the "Contracts" shall remain in full force and effect.

Law/Court Selection

You agree that any claim or dispute arising from contracts, Agreements, or any content or service obtained from the Koç University Online Programs Site will be governed by the laws of the Republic of Turkey, excluding its conflicts of law provisions. You agree that such claims and disputes will be heard and resolved only in Istanbul courts. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

Effective Date

This document comes into force at the moment of login and registration on the website.

Code of Conducts

COOPERATION POLICY

By enrolling in a course at Koç University Online Programs, you join a private worldwide student community. The main purpose of Koç University Online Programs is to provide access to courses at the best universities and institutes in the world through an internet connection and to provide students with the best educational experience of internet technology. You are part of the community that will help Koç University Online Programs achieve this goal. Koç University Online Programs are based on your motivation to learn the material with honesty and academic accuracy. To participate in Koç

University Online Programs, you must agree to the following Code of Conducts and additional terms specific to a course or program. This Code of Conducts and any additional terms will be posted on the website of each course.

CODE OF CONDUCTS PLEDGE

By enrolling in a Koç University Online Programs course or program, I agree that:

- I will complete all tests and assignments myself unless cooperation on an assignment is explicitly allowed.
- I will only have one user account and will not allow anyone else to use my username and/or password.
- I will not engage in any activity that will dishonestly increase my scores or improve or worsen those of others.
- I will not write answers to the problems used to evaluate student performance.

VIOLATIONS

If the Terms of Service or the Code of Conducts are violated, you may be subject to one or more of the following actions:

- Getting zero or no credit for an assignment
- Retention or revocation of a certificate earned in a course or program
- Exclusion from enrollment in a course or program
- Termination of your use of the Koç University Online Programs Site
- Additional sanctions may be imposed at the discretion of Koç University Online Programs. In the event that an action is taken to remedy (correct) such violations, no refund will be given. Violations of the Code of Conducts will be determined only at the discretion of Koç University Online Programs members. If a decision has been made stating that you have violated the Code of Conducts, you will be notified and informed of the action to be taken as a result of the violation.

CHANGES TO THE CODE OF CONDUCTS

Please note that we periodically review and may change this Code of Conducts. Any changes to this Code of Conducts will be effective immediately upon posting on this page, with an updated effective date. By accessing the Koç University Online Programs Site after any changes have been made, you signify your agreement on a prospective basis to the modified Code of Conducts and any changes contained therein. Revisit this page periodically to ensure that you are familiar with the most current version of the Code of Conducts.