

Refund Policy

One-time Payment & Course Subscription

Fulfilment:

As soon as the customer purchases the plan, fulfilment happens online and the student is enrolled in the classes/courses is/are allotted immediately.

Refunds:

As soon as the customer reaches out to us for refund for any course, we process immediate refunds if the request is initiated before first 3 live classes. It takes 8-10 working days to process the refund & credit the amount back into the customer's bank account.

*100% Refunds are only applicable if the user has generated a request before completing first 3 live classes.

*Recorded courses are non-refundable.

One-time Payment:

Fulfilment:

As soon as the customer purchases the plan, fulfilment happens online and #classes/course is/are allotted immediately.

Refunds:

As soon as the customer reaches out to us for refund, we process immediate refunds for unutilized resources. * 100% Refunds are only applicable if the user has generated a request before completing first 3 live classes. *Recorded courses are non-refundable.

Subscription:

Fulfilment:

As soon as the customer purchases the plan, fulfilment happens online and #classes/courses are allotted immediately. For example, if customer purchases a subscription plan of 10 classes, the customer is notified every time when a class is scheduled.

Refunds:

As soon as the customer reaches out to us for refund, we process immediate refunds for unutilized resources. * 100% Refunds are only applicable if the user has generated a request before completing first 3 live classes. *Recorded courses are non-refundable.

For later, when we will allow others to post courses.

Intellectual Property Policy Udemey

Intellectual Property Policy

This Intellectual Property Policy was last updated on March 20, 2019.

Funoppia is a platform that enables anyone anywhere to create and share educational courses. We host more than 130,000 courses on our online learning marketplace. Our marketplace model means we do not review or edit the courses for legal issues, and we are not in a position to determine the legality of course content. However, it is important to us that instructors posting courses on Udemey respect the intellectual property of others. When instructors post courses on our marketplace, they make the promise that they have the necessary authorization or rights to use all the content contained in their courses.

Infringing activity is not tolerated on or through our platform.

This policy addresses what we do in the event of copyright infringement reports from content owners and trademark infringement claims from trademark owners with respect to the courses on the Udemey platform. The policy also addresses what we do when Udemey instructors' courses are copied on third-party platforms without their consent.

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- [Reports from Instructors of Infringing Content on Other Platforms](#)
- [Third-Party Trademark Infringement Reports](#)
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- [Designated Agent Contact Information](#)

Third-Party Copyright Infringement Reports

Udemy's policy is to remove courses from our service when they are reported as infringing in a copyright infringement notice received from the owner of the original content. It is also our policy to remove all courses from any instructor who is determined to be a repeat infringer (for whom Udemy has received more than two valid takedown notices). We reserve the right to terminate an instructor's account at any time, including when they post content in violation of the copyrights of others.

How to File a Report

If you would like to report a course on the Udemy marketplace and if you are the owner or the designated agent of the owner of the rights to the content that you believe the course is infringing, the most efficient way is to use this [form](#) (form in English only).

Before you submit a copyright infringement report, please remember these important things:

1. **We cannot process a copyright claim that is not submitted by the owner of the copyright or its designated agent.** This is because we have no way of knowing whether the instructor who published the course you are reporting has received proper permission from the owner to use the content. We will ask you to provide an electronic signature to confirm that you are the copyright owner or have authority to represent the copyright owner (including if the copyright owner is an organization).
2. **Your copyright claim has to be sufficiently substantiated for us be able to address it.** This means:
 - You provide sufficient information for us to contact you, including your full legal name, an email address, physical address, and (optional) telephone number.
 - If you are filing a report on behalf of an organization, you include the name of the organization and your relationship to the organization.
 - You precisely identify the original copyrighted material or, if multiple copyrighted works are covered in your notification, you provide a sufficiently representative list of such original material (such as a URL where the material is located);
 - You provide sufficient information for us to locate the reportedly infringing course(s) on the Udemy site (the URL on our website and the exact name of the course and instructor;
 - You add a statement saying: "I declare, under penalty of perjury, that the information in this complaint is accurate and that I am the copyright owner or am authorized to

act on the copyright owner's behalf and I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”.

3. **Knowingly submitting a false or misleading claim of infringement is illegal and you could be held liable and have to pay damages as a result.** Udemy reserves the right to seek damages from anyone who submits a notification of claimed infringement in violation of the law.
4. **There are types of content that are not protected by copyright.** Copyright law doesn't cover short phrases (like business names, book titles, and slogans), intangible concepts (like processes, ideas, and recipes), or facts. Before you submit a copyright claim, make sure that the content copied in the course is indeed protected by copyright. If you need to report a trademark violation, please follow the steps [here](#).
5. **Consider whether the use of your material in the course is “fair use”.** Copyright law includes a “fair use” exception for certain uses of copyrighted content that are considered to be in the public interest. Fair use covers things like criticism, commentary, news reporting, and research. In considering whether a course's use of your material qualifies as fair use, you should look at:
 - The purpose of the use (whether the course is paid or unpaid, whether the course critiques/parodies/transforms your material)
 - The type of copyrighted work being used (whether your work is factual or creative)
 - The portion being used (whether the course uses small, necessary excerpts of your material or substantial portions of it)
 - The effect on the market for your material (whether potential buyers would purchase the course instead of your material)

Before you submit a copyright claim, make sure that use of the content copied in the course does not qualify as fair use.

Counter-Notification

If we receive a valid copyright violation report, we will send a copy of that report to the instructor who posted the reported course along with a notification that 1) the course was reported for copyright infringement and 2) we are removing the course from the Udemy service. We will also attach a form that the instructor can fill in and send back to us to submit a counter-notification. If your course has been reported for copyright infringement and removed from the Udemy service, and if you believe we made a mistake or that you have permission from the owner of the reported content to use such content in your course, then you may send us a counter-notification.

The best way to provide us with a counter-notification is to fill in the form we provided you and send it back to the Udemy designated agent or the copyright team member who notified you. To be effective, a counter notification must be in writing and include the following information:

- Your physical or electronic signature;
- Your name, address, and email address or telephone number,

- Identification of the course that was removed and the location (URL) at which it appeared before it was removed (you can access this information from the copyright infringement report filed against your course, we always attach a copy when we notify you);
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- A statement that you consent to (i) Udemy sharing your name and contact information with the claimant; (ii) receiving service of process for any legal action by the claimant or an agent of the claimant and (ii) accepting the jurisdiction of the federal district court for the judicial district in which you reside (if in the U.S.), or if you reside outside of the U.S., the jurisdiction of the United States District Court for the Northern District of California (headquarters of Udemy).

Knowingly submitting a false or misleading counter-notification to a claim of infringement is illegal and you could be held liable and have to pay damages as a result. Udemy reserves the right to seek damages from any party that submits a counter-notification of claimed infringement or counter notification in violation of the law.

Reports from Instructors of Infringing Content on Other Platforms

We understand that when you post and make available your courses on the Udemy marketplace, you want to make sure that you will not find your courses offered on another platform without your permission. To help combat copyright infringement and piracy affecting courses of our instructors, we partnered with Link-Busters, an anti-piracy vendor, to seek out and find instances of infringement and to have any infringing content removed from third-party platforms.

In the event you find your course available on another platform without your permission, please fill out the form [here](#). Link-Busters will file copyright infringement reports and exercise legal actions to have the infringing content removed as soon as possible. Please keep in mind that since Udemy and Link-Busters don't control the content on other sites, we may not always be successful, especially if your content is on a site outside of the US or EU. Certain countries take different approaches to copyright law; as such, we cannot guarantee the infringing party or hosting site will comply with our notices and remove the infringing content from their platform.

Third-Party Trademark Infringement Reports

Udemy's policy is to remove courses from our service when they are reported as infringing a third-party trademark. We also reserve the right to terminate an instructor's account at any time, including when they post content in violation of the trademark rights of others.

How to Submit a Trademark Infringement Report

The fastest and easiest way to submit a report of trademark infringement to us is to send a notice to the Designated Agent containing the information identified below. Please note

that a copy of your notice will be sent to the party who posted the content you are reporting. Before you submit a trademark infringement report, please remember these important things:

1. **Your trademark claim has to be sufficiently substantiated for us be able to address it.** This means your communication must include substantially the following:
 - Your complete contact information (full name, mailing address, and email or phone number).
 - The specific word, symbol, etc. for which you claim trademark rights.
 - The basis for your claim of trademark rights (such as a national or community registration), including registration number, if applicable.
 - The country or jurisdiction in which you claim trademark rights.
 - The category of goods and/or services for which you assert rights.
 - Sufficient information for us to locate the material on Udemy that you believe violates your trademark rights (web addresses/URLs of the allegedly infringing content).
 - A description of how you believe this content infringes your trademark.
 - If you are not the rights holder, an explanation of your relationship to the rights holder.
 - The following statement: "I have a good faith belief that use of the trademark as described above in the manner complained of is not authorized by the trademark owner, its agent, or the law."
 - The following statement: "The information in this notice is accurate, and I declare, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner of a trademark that is allegedly infringed."
 - Your electronic signature ("/s/" followed by your full name, e.g., "/s/ Jane Doe") or physical signature.
2. **Submitting a false or misleading claim of infringement could result in liability for you.** Udemy reserves the right to seek damages from any party that submits a false or misleading notification of claimed trademark infringement.
3. **Consider whether the use of your trademark in the course is "nominative fair use".** Trademark law protects the use of a name or brand for selling products and services, with the goal of preventing consumer confusion. Most countries' laws include an exception for "fair use", which allows others to use a trademark for factually referencing the trademarked product or service, or commenting on or criticizing the mark. Consider the likelihood that others would be confused into thinking that your company or brand had created or is sponsoring the course. Before you submit a trademark claim, make sure that use of your trademark in the course does not qualify as fair use.

Designated Agent Contact Information

Udemy's Designated Agent for notices of reported infringement can be contacted in the following manner:

- By filling the copyright report [form](#) (for copyright infringement reports only)
- Via Email: copyright@udemy.com
- Via U.S. Mail: Udemy, Inc. 600 Harrison Street, 3rd Floor, San Francisco, CA 94107 Attn: Copyright Team

Master service agreement

Master Services Agreement

This Agreement was last updated on May 29, 2020.

This Master Services Agreement ("**Agreement**") governs the access and use of Udemy for Business and Udemy for Government.

1. **Definitions.** As used in this Agreement, the following terms have the meaning set forth below.

a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

b) "**Customer**" means the party entering into an Order Form with Udemy, or otherwise signing up to use the Services.

c) "**Courses**" means the online courses provided by Udemy as part of the Services.

d) The "**Fees**" means the amounts payable by Customer to Udemy for access to the Services.

e) **"Order Form"** means the ordering document mutually executed by Udemy and Customer, including electronic orders submitted by Customers purchasing the Team Plan version of the Services, specifying: (1) the Fees payable by Customer to Udemy for provision of the Services, (2) the duration of the Services to be provided by Udemy to Customer, (3) the number of Users authorized to access the Services, and (4) other billing and payment information regarding Udemy's provision of the Services to Customer.

f) **"Personal Data"** means any personal data that Customer submits into the Services.

g) The **"Services"** means Udemy for Business or Udemy for Government, a platform for online education provided by Udemy that includes the Courses.

h) **"Udemy"** means Udemy, Inc., or one of its affiliates.

i) **"Users"** means the employees and contractors that Customer authorizes to access and use the Services.

2. **Provision of the Services.** Udemy agrees to make the Services available to Customer and its Users pursuant to the terms of this Agreement, and as specified in an Order Form. In the event that Customer is purchasing a subscription to the "Team Plan" version of the Services, then Customer acknowledges and agrees that certain features generally available in the Services may not be available to Customer.

3. **Restrictions.** Customer shall not, nor shall it permit its Users to:

a) Copy, distribute, create derivative works, hack, or modify the Services or any of the Courses,

b) Input any inappropriate, infringing, offensive, racist, hateful, sexist, pornographic, defamatory or libelous content into the Services,

c) Scrape, spider, or utilize other automated means of any kind to access the Services, including but not limited to accessing API endpoints for which Customer or its Users have not been provided authorization by Udemy,

d) Use the Services for benchmarking or any other similar competitive purposes, or in order to build a competitive product to the Services,

e) Share login access to the Services among multiple individuals, transfer a User license (except in connection with a change of job assignment or termination of employment), or otherwise permit any party other than the Users to use the Services,

f) Use or access the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation, or allow any individual that is on a U.S. government denied-party list to use the Services,

g) Introduce any computer code, file, or program that may damage the Services,

h) Use the Services in any manner that is unlawful or that infringes the rights of others, or

i) Permit any individual that is under the age of 13 years old to use the Services.

4. **Violations of Restrictions.** In the event that Udemy determines that Customer or any of its Users has violated the restrictions set forth in Section 3 above, Udemy reserves the right to terminate or suspend access to the Services for Customer or the relevant Users.

5. **Fees.** Customer will pay the Fees as set forth in one or more Order Forms. Unless stated otherwise in an Order Form, all fees are payable in US dollars. In the event that Customer is late in making payments, then Udemy reserves the right to charge the greater of 1.5% interest per month or the maximum interest permitted by law, and Customer will be liable for all third-party collection costs.

6. **Taxes.** The Fees and other amounts required to be paid hereunder do not include any amount for taxes, including any applicable sales, use, excise, or other transaction-based tax ("Taxes") or levy (including interest and penalties). Customer agrees to pay all amounts payable under this Agreement free and clear of all deductions or withholdings or rights of counter claim or set-off, unless required by law. If a deduction or withholding is so required, then Customer agrees to pay such additional amount as to ensure that the net amount received and retained by Udemy equals the full amount that Udemy would have received had the deduction or withholding not been required. Customer shall reimburse Udemy and hold Udemy harmless for Taxes or levies to which Udemy is required to collect or remit to applicable tax authorities. This provision does not apply to Udemy's income, franchise and employment taxes or any taxes for which Customer is exempt provided Customer has furnished Udemy with a valid tax exemption certificate. To the extent a taxing authority changes their position or taxing policy requiring Udemy to collect a Tax or levy from Customer, Udemy will add the Tax or levy to the Customer invoice.

7. **Confidentiality.**

a) **Scope of Confidentiality.** Each party agrees that all code, inventions, know-how, or business, technical, and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**"), constitute the confidential information of the Disclosing Party ("**Confidential Information**"), provided that it is either identified as confidential at the time of disclosure, or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed. Personal Data is considered Confidential Information. Confidential Information will not, however, include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party, (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (3) is already in the possession of the Receiving Party at the time of disclosure by the Discloser, (4) is obtained by the Receiving Party from a third party without a known breach of the third party's obligations of confidentiality, or (5) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

b) **Non-Use and Non-Disclosure.** Except as expressly authorized herein or as necessary to perform its obligations hereunder, the Receiving Party agrees to: (1) not disclose any

Confidential Information to third parties, and (2) not use Confidential Information for any purpose other than as necessary to exercise its rights or perform its obligations hereunder.

c) Processing of Personal Data. Notwithstanding the provisions of this section, Customer agrees that Udemy may process Personal Data as necessary for: (1) storage and other processing necessary to provide, maintain, and update the Services, and (2) the provision of customer and technical support to Customer regarding the Services. To the extent that Customer is subject to a local data privacy law (including but not limited to the General Data Protection Regulation or the California Consumer Privacy Act), then Customer agrees to request from Udemy a data protection agreement prior to providing any Personal Data to Udemy.

8. **Term and Termination**.

a) Duration of Term. This Agreement will commence on the Effective Date, and will continue until all Order Forms hereunder have expired or have been terminated. The duration of the Services will be specified in each applicable Order Form. Unless otherwise specified in an applicable Order Form, and with the exception of Customers on the Udemy for Business Team plan that have disabled auto-renewal within the Services, Order Forms will renew automatically for additional terms of one year, unless terminated by either party by giving at least 30 days written notice prior to the end of the then-current term.

b) Termination for Material Breach. Either party may terminate this Agreement and any applicable Order Forms in the event that the other party materially breaches this Agreement, by providing 30 days written notice, unless such breach is cured during such 30 day notice period. In the event that Customer terminates this Agreement or any Order Form due to material breach by Udemy, then Customer will be entitled to receive a pro-rated refund for Services not rendered past the termination date. Sections 5-11 and 15-18, as well as any accrued rights to payment, will survive any termination or expiration of the Agreement.

9. **WARRANTY DISCLAIMER**. EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES, UDEMY PROVIDES THE SERVICES AS-IS AND DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICE, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES RELATING TO MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY.

10. **Limitation of Liabilities**. NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR: (1) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (2) ANY AMOUNTS IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO UDEMY IN THE 12 MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE.

11. **Indemnification**.

a) Udemy's Indemnification Obligations. Udemy agrees to defend Customer for all third party claims arising from an allegation that Customer's use of the Services as permitted under this Agreement infringes upon a third party's intellectual property rights ("**Claim**

Against Customer”), and indemnify Customer from any damages, reasonable attorney fees, and costs incurred by Customer as a result of a Claim Against Customer. In the event that the Services become subject to a third-party intellectual property claim, or Udemy believes that the Services will become subject to such a claim, then Udemy may elect to: (1) modify the Services so that they are no longer allegedly infringing, (2) obtain a license for Customer’s continued use of the Services, or (3) terminate this Agreement or any applicable Order Forms, and provide Customer a pro-rated refund for Services not rendered past the termination date. This section states Udemy’s sole liability to the Customer with respect to a claim that any part of the Services infringes the intellectual property rights of a third party.

b) Customer's Indemnification Obligations. Customer agrees to defend Udemy for all third-party claims arising from Customer’s violations of Sections 3(a) and 3(b) of this Agreement (**“Claim Against Udemy”**), and indemnify Udemy from any damages, reasonable attorney fees, and costs incurred by Udemy as a result of a Claim Against Udemy.

c) Requirements for Indemnification. In order for the indemnification obligations hereunder to apply, the party seeking indemnification must: (1) promptly tender a claim for indemnification, (2) allow the indemnifying party sole control of the defense or settlement of the underlying claim, and (3) reasonably assist with any defense or settlement of the underlying claim at the indemnifying party’s request and expense.

12. **Anti-Corruption**. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Upon learning of any violation of this restriction, Customer agrees to promptly notify Udemy’s legal department, by emailing legal@udemy.com.

13. **Publicity**. Customer grants Udemy the right to use Customer’s company name and logo as a reference for marketing or promotional purposes on Udemy’s website and in other promotional materials.

14. **Force Majeure**. Neither party will be liable for any failure or delay in the performance of its obligations hereunder to the extent caused by a condition that is beyond a party’s reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, failure by a third party hosting provider or utility provider, governmental actions, interruption or failure of the Internet or any utility service, or denial of service attacks.

15. **Assignment**. Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either party without the other party’s express written consent (not to be unreasonably withheld or delayed), except, however, that either party may assign this Agreement and all Order Forms under this Agreement without the other party’s consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

17. **Governing Law Venue, and Attorney's Fees.** This Agreement and any disputes arising under it will be governed by the laws of the State of California without regard to its conflict of laws provisions, and each party consents to the personal jurisdiction and venue of the state or federal courts located in San Francisco, California. In the event of any dispute between the parties regarding the terms of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. This Agreement and any mutually executed Order Forms shall apply in lieu of the terms or conditions in any purchase order or other documentation that Customer provides, and all such terms and conditions are null and void and superseded by this Agreement and any mutually executed Order Forms. This Agreement, or any part thereof, may be modified by Udemy at any time, including the addition or deletion of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting.

19. **Contracting Party, Governing Law, and Currency for Indian Customers.** As of June 1, 2020, if Customer is located in India, then Customer is contracting with Udemy India LLP under this Agreement. In such case, notwithstanding Section 17 above, this Agreement and any disputes arising under it will be governed by the laws of India, and both parties consent to the exclusive jurisdiction and venue of courts in Delhi, India for all disputes arising out of this Agreement. In addition, if Customer is located in India, notwithstanding Section 17 above, then any dispute, claim, or any non-payment (any of which shall be treated as a dispute) whether present or future, whatsoever between the parties under, arising out of, relating to or in connection with this Agreement shall be settled by mandatory arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually appointed by the parties and both parties consent to such mandatory arbitration. Either party may serve the other party with a notice in writing specifying the existence and nature of the dispute and the intention to refer the dispute to arbitration. If the parties are unable to agree on a sole arbitrator within 30 days of such notice, each Party shall appoint an arbitrator, and the arbitrators so appointed shall jointly appoint the third arbitrator. The award determined through arbitration shall be final and binding. The venue of such arbitration shall be in Delhi. The proceedings shall be conducted in English. Notwithstanding Section 5 above, if Customer is located in India, then all fees payable by Customer will be in Indian Rupees.

Instructor terms

Instructor Terms

These Instructor Terms were last updated September 24, 2020.

When you sign up to become an instructor on the Udemy platform, you agree to abide by these Instructor Terms ("**Terms**"). These Terms cover details about the aspects of the Udemy platform relevant to instructors and are incorporated by reference into our [Terms of Use](#), the general terms that govern your use of our Services. Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.

As an instructor, you are contracting directly with Udemy, Inc. (a Delaware corporation in the United States), regardless of whether another Udemy subsidiary facilitates payments to you.

1. Instructor Obligations

As an instructor, you are responsible for all content that you post, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, and announcements ("**Submitted Content**").

You represent and warrant that:

- you will provide and maintain accurate account information;

- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize Udemy to use your Submitted Content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services; and
- you will ensure a quality of service that corresponds with the standards of your industry and instruction services in general.

You warrant that you will not:

- post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- use the Services for business other than providing tutoring, teaching, and instructional services to students;
- engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- impersonate another person or gain unauthorized access to another person's account;
- interfere with or otherwise prevent other instructors from providing their services or courses; or
- abuse Udemy resources, including support services.

2. License to Udemy

You grant Udemy the rights detailed in the [Terms of Use](#) to offer, market, and otherwise exploit your Submitted Content, and to sublicense it to students for these purposes directly or through third parties. This includes the right to add captions or otherwise modify content to ensure accessibility.

Unless otherwise agreed (including within our [Promotions Policy](#)), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, Udemy's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) Udemy's right to use such Submitted Content for marketing purposes shall survive termination.

We may record all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. You grant Udemy permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, or Udemy's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

3. Trust & Safety

3.1 Trust & Safety Policies

You agree to abide by Udemy's [Trust & Safety policies](#), [Restricted Topics policy](#), and other course quality standards or policies prescribed by Udemy from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You understand that your use of the Services is subject to Udemy's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove courses, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- an instructor or course does not comply with our policies or legal terms (including the Terms of Use);
- a course falls below our quality standards or has a negative impact on the student experience;
- an instructor engages in behavior that might reflect unfavorably on Udemy or bring Udemy into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates Udemy's policies; or
- as determined by Udemy in its sole discretion.

3.2 Co-Instructors and Teaching Assistants

The Udemy platform allows you to add other users as co-instructors or teaching assistants for courses that you manage. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your Udemy account and courses. Udemy is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

3.3 Relationship to Other Users

Instructors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the Services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the Udemy platform, and that you won't solicit additional

personal data or store students' personal data outside the Udemy platform. You will indemnify Udemy against any claims arising from your use of students' personal data.

3.4 Anti-Piracy Efforts

We partner with anti-piracy vendors to help protect your courses from unauthorized use. To enable this protection, you hereby appoint Udemy and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your courses, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant Udemy and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests.

You agree that Udemy and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to piracy@udemy.com with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

4. Pricing

4.1 Price Setting

When creating a course, you will be prompted to select a base price ("**Base Price**") for your course from a list of available price tiers. Alternatively, you may choose to offer your course for free. As a premium instructor, you will also be given the opportunity to participate in certain promotional programs under the terms of our Promotions Policy ("**Promotional Programs**").

If you do not opt to participate in any Promotional Programs, we will list your course for the Base Price or the closest local or mobile app equivalent (as detailed below).

When a student purchases using a foreign currency, we will convert the relevant Base Price or Promotional Program price into the student's applicable currency using a system-wide foreign currency conversion rate set by Udemy and fixed periodically into a table of corresponding price tiers by currency ("**Price Tier Matrix**"). Since the [Price Tier Matrix](#) is fixed, those conversion rates may not be identical to the applicable market rate in effect when a transaction is processed. We reserve the right to update the Price Tier Matrix at any time.

When a student purchases through a mobile application, the mobile platform provider's pricing matrix will control, and we will choose the price tier closest to the applicable Base Price or Promotional Program price. Because mobile platforms impose their own currency conversion rates, conversions for mobile app prices may not match the conversions in the Price Tier Matrix.

You give us permission to share your courses for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased your courses. You understand that you will not receive compensation in these cases.

4.2 Transaction Taxes

If a student purchases a product or service in a country that requires Udemy to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("**Transaction Taxes**"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due. For purchases through mobile applications, applicable Transaction Taxes are collected by the mobile platform (such as Apple's App Store or Google Play).

4.3 Promotional Programs

Udemy offers several optional marketing programs (Promotional Programs) in which you can choose to participate, as detailed in our [Promotions Policy](#). These programs can help increase your revenue potential on Udemy by finding the optimal price point for your courses and promoting them through additional marketing channels.

There is no up-front cost to participate in these programs, and you can modify your participation status at any time, though changes you make will not apply to currently active campaigns.

5. Payments

5.1 Revenue Share

When a student purchases your course, we calculate the gross amount of the sale as the amount actually received by Udemy from the student ("**Gross Amount**"). From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile provider checkout sales, a 3% administrative and handling fee (except in Japan, where we subtract a 4% fee) for any non-mobile provider checkout sales, and any amounts paid to third parties in connection with the Promotional Programs to calculate the net amount of the sale ("**Net Amount**").

If you have not opted into any of Udemy's optional Promotional Programs, your revenue share will be 50% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will provide you 30 days notice using prominent means, such as via email or by posting a notice through our Services.

If you opt into any of the Promotional Programs, the relevant revenue share may be different and will be as specified in the [Promotions Policy](#).

Udemy makes all instructor payments in U.S. dollars (USD) regardless of the currency with which the sale was made. We will assume transaction processing fees, excluding foreign currency conversion fees and wiring fees. Your revenue report will show the sales price (in local currency) and your converted revenue amount (in USD).

5.2 Receiving Payments

For us to pay you in a timely manner, you must own a PayPal or Payoneer account in good standing and must keep us informed of the correct email associated with your account. You must also provide any identifying information or tax documentation (such as a W-9 or W-8) necessary for payment of amounts due, and you agree that we have the right to withhold appropriate taxes from your payments. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

Depending on the applicable revenue share model, payment will be made within 45 days of the end of the month in which (a) we receive the fee for a course or (b) the relevant course consumption occurred.

As an instructor, you are responsible for determining whether you are eligible to be paid by a U.S. company. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If we cannot settle funds into your payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

5.3 Refunds

You acknowledge and agree that students have the right to receive a refund, as detailed in the [Terms of Use](#). Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to students for the instructor's courses.

6. Trademarks

While you are a published instructor and subject to the requirements below, you may use our trademarks where we authorize you to do so.

You must:

- only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish (such as our [Instructor Badge Guide](#));
- only use our trademarks in connection with the promotion and sale of your Udemy courses or your participation on Udemy; and
- immediately comply if we request that you discontinue use.

You must not:

- use our trademarks in a misleading or disparaging way;
- use our trademarks in a way that implies that we endorse, sponsor, or approve of your courses or services; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

7. Sanctions and Export Laws

You warrant that you aren't restricted from using the Services under U.S. sanctions or export laws (as an individual or as an officer, director, or controlling shareholder of any entity on whose behalf you use the Services). If you become subject to such a restriction while you are subject to these Instructor Terms, you will notify Udemy within 24 hours, and we will have the right to terminate any further obligations to you, effective immediately and with no further liability to you (but without prejudice to your outstanding obligations to Udemy). You will not use the Services to conduct or facilitate any transaction with any other individual or entity subject to such a restriction. You may not remove, export, or allow the export or re-export of the Services (or any product thereof, including technical data) outside the U.S. in violation of any restrictions, laws, or regulations of the U.S. or any other applicable country.

8. Deleting Your Account

Instructions on how to delete your instructor account are available [here](#). We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your courses, your name and that Submitted Content will remain accessible to those students after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us via our [Support Center](#).

9. Miscellaneous Legal Terms

9.1 Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and Udemy reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

9.2 Translations

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

9.3 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

9.4 Survival

The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to Udemy), 3.3 (Relationship to Other Users), 5.2 (Receiving Payments), 5.3 (Refunds), 8 (Deleting Your Account), and 9 (Miscellaneous Legal Terms).

10. How to Contact Us

The best way to get in touch with us is to contact our [Support Team](#). We'd love to hear your questions, concerns, and feedback about our Services.

Promotion policy

Promotions Policy

This Promotions Policy was last updated on 04/23/2020.

This Promotions Policy ("Policy") includes information about methods that Udemy instructors can use to promote their courses, including instructor coupons, course referral links and Udemy's optional marketing programs. This Policy is incorporated by reference into our [Terms of Use](#) and [Instructor Terms](#). Any capitalized terms that aren't defined in this Policy are defined as specified in the Terms of Use or Instructor Terms.

You can find translated versions of this Policy by following the Help Center language instructions available [here](#). The following translations are also available for languages not supported by the Help Center:

- Korean ([프로모션 정책](#))
- Chinese - Traditional ([促銷政策](#))
- Chinese - Simplified ([推广政策](#))
- Dutch ([Promotiebeleid](#))
- Russian ([Политика порядка проведения промоакций](#))
- Romanian ([Politica de promovii](#))

- Indonesian ([Kebijakan Promosi](#))
- Thai ([นโยบายโปรโมชั่น](#))

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

1. Instructor Coupons & Course Referral Links

As an instructor, you may be able to increase your sales by promoting your course through a course referral link or coupon code. You may generate a coupon code for a discount or at Udemy's current price, as permitted within the Services. Note that the actual discount may be slightly higher due to rounding and currency conversion. When a student applies your discount coupon to a foreign currency transaction, we will apply a proportional discount in the student's applicable currency.

Where a student applies your coupon code or course referral link at checkout, your revenue share will be 97% of the Net Amount less any applicable deductions, such as student refunds.

Alternatively, you may be able to generate 100%-off coupons to offer your paid course for free. These coupons may be subject to limits, and you may not sell free coupons on third-party websites or otherwise offer them in exchange for compensation.

2. Promotional Programs

2.1 How the Promotional Programs Work

Udemy offers premium instructors several optional marketing programs ("Promotional Programs"), which you can opt into through the [Promotional Agreements](#) page of your instructor settings. The specific programs offered may change from time to time. In connection with the Promotional Programs, your courses may also be priced higher at Udemy's discretion.

Not all deals or programs will be available in all geographic territories or for all Udemy courses. Udemy has sole discretion to determine which courses to offer as part of the Promotional Programs and to set or update sale prices. Udemy may remove any of your courses from the Promotional Programs at any time and in its sole discretion, with or without notice to you.

The discount amounts referenced below are approximate, as the actual discount may be slightly higher due to rounding and currency conversion. Udemy does not guarantee any minimum level of success in connection with the Promotional Programs.

2.2 Udemy Deals Program

The Udemy Deals Program helps increase your revenue potential by enabling Udemy to offer your course at a compelling discount and list price as part of targeted promotions. The Deals Program allows Udemy to offer your course to students at a discounted price or list price no lower than \$10 USD (or local equivalent), except in Australia, Brazil,

India, Mexico, South Africa, and Turkey and sales to Udemy’s resellers or distributors, where the price may be lower.

For instructors who opted into Udemy’s “Percentage Promotions” variant of the Deals Program before 04/23/2020, Udemy may offer your course to students for a discount of up to 75% off the Base Price, except for sales to Udemy’s resellers or distributors which may result in a lower price. Because the Percentage Promotions variant has been deprecated, it is no longer available to instructors who did not opt in before such date and Udemy may discontinue the program at its discretion, with notice to affected instructors.

Where a sale to a Udemy reseller or distributor results in a sale price for your course that is lower than permitted by this Policy, Udemy will calculate your revenue share based on a Gross Amount permitted by this Policy.

Deals Program deals may be promoted through the Services, communications to users, or third-party platforms, and the duration of the deals may vary.

By participating in the Deals Program, you agree that your revenue share will be 50% of the Net Amount of the sale less any applicable deductions, such as student refunds.

	Minimum Base Price (Tier 1)	Maximum Base Price (Tier 37)	Minimum Sales Price After Discount	Increments
USD (\$)	19.99	199.99	9.99	5
GBP (£)	19.99	199.99	9.99	5
JPY (¥)	2400	24000	1200	600
EUR (€)	19.99	199.99	9.99	5
SGD (S\$)	29.99	209.99	14.99	5
MXN (\$)	270	2970	N/A	75
BRL (R\$)	39.99	579.99	N/A	15
CAD (\$)	24.99	204.99	12.99	5
AUD (\$)	24.99	204.99	N/A	5
ILS (₪)	79.99	799.99	39.99	20
TWD (NT\$)	600	7800	300	200
ZAR (R)	300	2100	N/A	50
INR (₹)	1280	12800	N/A	320
PLN (zł)	69.99	609.99	34.99	15
TRY (₺)	49.99	409.99	N/A	320

NOK (kr)	250	2410	125	60
KRW (₩)	22000	220000	11000	5500
THB (฿)	600	7800	300	200
RUB (₽)	1799	19799	799	500
IDR (Rp)	280000	2800000	140000	70000

2.3 Marketing Boost Program

Udemy has a network of tens of thousands of affiliate sites and established relationships with third-party deal sites. We also have a team dedicated to placing paid digital advertisements. Through the Marketing Boost Program, Udemy leverages these partner sites and advertising platforms to promote your courses to new students at no up-front cost to you.

By participating in the Marketing Boost Program, you authorize Udemy to employ third parties, including resellers, distributors, affiliate sites, deal sites, and paid advertising on third-party platforms (together, “Advertising”) to promote your course. In calculating your revenue, Udemy may deduct fees associated with this Advertising from the Gross Amount before calculating the Net Amount of the sale.

By participating in the Marketing Boost Program, you agree that your revenue share will be 25% of the Net Amount of the sale less any applicable deductions, such as student refunds.

2.4 Udemy for Business Program

The Udemy for Business (UFB) collection (“Collection”) is a subscription-based course collection available to business customers, including private, public, non-profit, and government organizations (“UFB Customers”), featuring a select group of Udemy’s top courses for professional and personal development skills.

By opting into the Udemy for Business Program, you agree to make all of your courses eligible for inclusion in the Collection. We may elect whether to select your courses for inclusion in the Collection, and may change the selection from time to time at our sole discretion. Because the Collection is subscription-based, we may also select sale prices and offer free trials at our discretion. While your course is included in the Collection, you may not unpublish that course or make it private.

Revenue Share

By participating in the Udemy for Business Program, you agree that your revenue share will be calculated as follows:

1. Each month, Udemy will calculate the total monthly subscription fees paid to Udemy on behalf of all current UFB Customers minus any applicable Transaction Taxes, foreign exchange fees, and third-party payment processing fees.

2. Twenty-five percent (25%) of this amount will be allocated to instructors participating in the UdeMy for Business Program ("Instructor Revenue Pool") as further described below.
3. Each month, UdeMy will calculate the total minutes of course content in the Collection consumed by all current UFB Customers ("Total Minutes Consumed"). For clarity, the Total Minutes Consumed does not include any consumption by access through a free trial.
4. Each month, UdeMy will also calculate how many of the Total Minutes Consumed are attributable to each of your Courses that were included in the Collection that month ("Your Course Minutes").
5. To calculate your revenue share each month, UdeMy will divide the Instructor Revenue Pool by the Total Minutes Consumed, then multiply that per-minute amount by Your Course Minutes.

Exclusivity

Once your course is included in the Collection, you agree that you will not begin to offer any pre-recorded courses that directly compete with or injure the sales of that course on any site or platform other than your own. For clarity, this doesn't include literary works or in-person instructional trainings. If you choose to terminate your participation in the UdeMy for Business Program, you agree that this exclusivity provision will remain in place until we remove your course from the Collection.

Termination

You can choose to terminate your participation in the UdeMy for Business Program at any time. UdeMy will remove your courses from the Collection within 12 months of termination and will continue to pay you revenue share based on the then-current rates until your courses are removed from the Collection. Once your courses are removed from the Collection, UFB Customers will no longer be able to enroll in your courses and you will no longer earn UdeMy for Business Program revenue share, but any student of a UFB Customer who previously enrolled in your courses will continue to be able to access those courses for as long as the UFB Customer remains subscribed to UdeMy for Business.

2.5 Opting Out

Except as otherwise stated above, you can opt out of the Promotional Programs at any time. However, your course will remain subject to any applicable sales, campaigns, or promotions that are already active at the time you opt out, until those sales, campaigns, or promotions are completed.

3. *Modifications*

We may update this Policy from time to time to clarify our practices or to reflect new or different practices. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

4. *How to Contact Us*

If you have any questions about this Policy, please contact our [Support Team](#).