

# User Agreement

This user agreement (hereinafter - the Agreement) defines the rules and conditions for using the website EN.SMART-OSVITA.ORG (hereinafter - the Site).

## 1. General conditions

1.1. The use of services and materials on the Site is regulated by current Ukrainian and international legislation (hereinafter - Legislation).

1.2. This Agreement is a public offer agreement.

1.3. The site administration reserves the right to unilaterally change the terms of this Agreement at any time. Such changes shall enter into force after the expiration of 3 (three) days after the date of posting of the new version of the Agreement on the website. If the User does not agree with the changes, he is obliged to stop using the Site, materials, and services on the Site.

## 2. Responsibilities of the User

2.1. The User undertakes not to engage in any activity that may be considered a violation of the Legislation, in particular in the field of intellectual property, copyright, and/or related rights, as well as any activity that may lead to disruption of the Site.

2.5. The user is warned that the Site Administration is not responsible for his visit or use of external resources, links to which may be placed on the Site.

2.6. The User is informed that the Site Administration is not responsible and has no obligations to the User in connection with any possible damages from any content related to the site or obtained through external sites or resources, or other contacts of the User, found using the information posted on the Site or by links to external resources.

2.7. The user agrees that the website may contain advertisements. The user agrees that the Site Administration is not responsible for the content of this advertisement.

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2.8. The User undertakes not to use the Site to publish or transmit viruses, malware or spyware, or computer code, files, or programs that can attack, change access rights, damage, or cause any harm to the Site.

2.9. It is forbidden to restrict the use of the Site by other persons, to interfere with the operation of the Site or the servers and networks supporting the Site, as well as to violate the requirements, procedures, rules, and provisions of the articles of this Agreement. Changing, adapting, translating, decompiling, disassembling, and re-engineering any part of the Site is prohibited.

2.10. During registration, the Site Administration may prohibit the use of a specified username (or e-mail address) that is already in use by another person. These actions may be considered by the Site Administration as an

attempt to impersonate another user and violate the rights of another person. The User is responsible for keeping the password he uses to access the Site confidential. The user is responsible for interacting with the Site with his password and username (login). The user is obliged to immediately notify the Site Administration in case of unauthorized use of accounts or usernames, as well as other security violations regarding the user's accounts or the Site. The administration of the site is not responsible for losses and damages arising as a result of the User's failure to fulfill any of the above obligations.

### **3. Privacy policy**

3.1 The User can be familiarized with the Privacy Policy of the Site at the following link: <http://en.smart-osvita.org/privacy-policy-2/>.

### **4. Copyright**

4.1. All exclusive property and non-property rights to text materials, photos, images, and other objects of copyright placed on this Site belong to the Smart osvita NGO, except for objects of copyright that contain a direct indication of the authorship of another person;

4.2. The use of text materials of the site is allowed only with a link (for online editions - a hyperlink) to the source.

4.3. The use of photos and images without the consent of the Administration is strictly prohibited;

4.4. In case of any violation of copyright, Smart osvita NGO has the right to bring the violator to justice, in accordance with the Legislation.

## **5. Other conditions**

5.1. All possible disputes regarding the Agreement or related to it must be resolved in accordance with the applicable Legislation.

5.2. This Agreement does not establish any agency, partnership, cooperative relationship, employment relationship, or any other relationship not expressly defined in the Agreement.

**The user confirms that he is familiar with all clauses of this Agreement and unquestioningly accepts them.**