

USER AGREEMENT OF K-SYNDICATE.SCHOOL
(PUBLIC OFFER FOR CONTRACT CONCLUSION)

Effective date:
December 5, 2019

If you disagree for any reason with the terms of this agreement or the privacy policy, do not use the Service (as defined below) and do not register for it.

1. GENERAL PROVISIONS

1.1. This user agreement (hereinafter referred to as the "Agreement") according to Article 641 of the Civil Code of Ukraine (hereinafter referred to as "CC Ukr"), is an official offer (public offer) of SE Naumenko Oleksii (hereinafter referred to as the Service Administration), providing access to the services of the website <https://k-syndicate.school> (hereinafter referred to as the Service), and to any individual who has reached the appropriate age or obtained legal capacity, allowing the use of the Service (as defined below) and accepting this offer under the conditions specified below (hereinafter - User).

1.2. In accordance with Article 644 of the CC Ukr, acceptance of this Agreement is equivalent to the conclusion of a contract under the terms set out in this Agreement. The Agreement becomes fully and unconditionally effective at the moment the User expresses consent to the terms of the Agreement by (1) performing any actions using the Service or its individual functions and services, (2) undergoing the registration procedure, including reviewing and accepting (consenting to) the terms of this Agreement and the privacy policy.

1.3. The User undertakes to read the terms of the Agreement in full and, in case of disagreement with any terms of the Agreement, the User is not entitled to use the Service.

1.4. The Agreement regulates the procedure for using the services of the Service, as well as the relationships between Users and the Service Administration for the purpose of granting the User rights to high-quality audiovisual and other works in the field of computer graphics and modeling, as well as information in this area of knowledge and skills.

1.5. The relationships of the Parties may be additionally regulated by separate documents and agreements governing the use of the Service or the relationships between the Service Administration and the User. The application of such additional documents and agreements does not cancel the effect of this Agreement.

1.6. The Agreement may be amended by the Service Administration without any special notice, a new version of the Agreement comes into effect from the moment it is posted on the

Internet at the address specified in this paragraph, unless otherwise provided by the new version of the Agreement. Changes to the Agreement with the User take effect simultaneously with the entry into force of the new version of the Agreement. The current version of the Agreement is always available on the page at: <https://k-syndicate.school/agreement.pdf/>. The User is obliged to independently monitor all changes in the terms of this Agreement by reviewing their content before using the Service. Continued use of the Service by the User will mean acceptance by the User of the terms of the revised version of the Agreement.

2. SERVICE USER

2.1. A Service User is any individual who has visited and viewed at least one page of the Service without authorization and initial registration in the Service.

2.2. To use certain individual services of the Service, the User must go through the registration process using their unique individual data. A unique account will be created for the User, and they will become a registered User of the Service.

2.3. The registered User gains the right to use the capabilities and functionalities of the Service, which may (at the sole discretion of the Service Administration) be provided for free or for a fee.

2.4. To gain the right to use the functions and services of the Service, the User must provide truthful and complete information about themselves in accordance with the questions on the registration form. If the User provides untrue information about themselves or if the Service Administration has reasons to doubt the veracity of the information received from the User, the Service Administration has the right to block or delete the User's account and deny the User the use of the Service.

2.5. The User does not have the right to use the services of the Service if they have not reached the required age established by law for entering into a User Agreement or have not fulfilled other conditions set by law.

2.6. The User consents to receive notifications from the Service Administration via communication channels specified by the User at registration. The right to determine the content of notifications is vested in the Service Administration.

2.7. During registration, the User chooses a name (designation) under which they may use the Service and engage in discussions with other Users of the Service. The Service Administration may prohibit the use of certain names. In this case, the User is obliged to promptly change the name (designation) at the unilateral request of the Service Administration if the latter considers that such a name (designation) disrupts the operation of the Service, does not conform to norms of morality and ethics, or for other reasons that the Service Administration deems justified.

2.8. The User is responsible for the security of their account data and for using the Service under their account, except in cases where the User has notified the Service Administration of unauthorized access to their account or breach of their password confidentiality.

3. USE OF SERVICE CAPABILITIES AND SECTIONS

3.1. The Service consists of the following sections:

audiovisual and other works in the field of computer programming and game development; information about access to private chats about computer graphics and modeling (hereinafter - "Chats"), located on the external site <https://discordapp.com/>; the domain k-syndicate.school, hereinafter referred to as the "Platform". On the Platform, the User is provided the opportunity to use works under the terms set forth in this Agreement; other information posted on the Service at the discretion of the Service Administration. 3.2. For the rights to use audiovisual and other works in the field of computer programming and game development, as well as information about access to the Chats, the User may use specific functionalities of the Service: familiarize themselves with the audiovisual and other works presented on the Service, their authors, methods of use, and the duration of rights to such works, payment methods, and other information about the Service and works.

3.2.1. Sufficient and legitimate confirmation of the fact of granting rights to the Work and provision of any service by the Administration, rendered through the Service, are statistical data on the User receiving such rights and services, generated by the Administration's software.

3.2.2. The User consents that the fact of making transitions and (or) pressing keys, as well as entering information and other actions through the sections provided by the Administration on the Service, including through the Platform using the User's data, indicates the User's specific actions for registration, authorization and (or) entering necessary data, agreement on the name, content, cost, and terms of services, or other actions associated with the User. All actions performed using the User's data on the Service, in the Chats, and (or) on the Platform are actions of the User, which constitutes irrefutable evidence of the User's will.

3.3. The Service Administration informs the User and any interested parties that the Service Administration only provides (after the User performs certain actions, as specified below) services by providing information in the form of a link to the Chats, while all functionalities of the site hosting and operating the Chats are administered by a third party, with whom the Site Administration is not affiliated in any way.

4. RIGHTS TO WORKS AND PAYMENT RULES

4.1. To obtain the right to use the works on the Service, under the terms specified in this Agreement, the User must follow the information stated on the Service.

4.2. Generally, the price of rights to the works provided under the terms of this Agreement depends on the date when the rights to such works begin to be granted to Users ("Start Date").

4.3. The User has the right to "reserve" (fix) the price of rights to the works on the terms and on the date indicated on the Service. In doing so, the User must transfer to the Service Administration a sum amounting to 10% of the cost of rights to the works stated on the date of payment, and by the Start Date, the User must transfer to the Service Administration a sum amounting to 90% of the cost of rights to the works stated on the date of payment. The Service Administration, in this case, bears the actual costs of processing the User's payment, recording information about the User in its databases, preparing and transferring to the User information about the work (collection of works), and other material and administrative expenses in the amount of 10% of the cost of rights to the works stated on the date of payment.

5. LIABILITY

5.1. The parties are liable in accordance with the laws of Ukraine.

5.2. The Service Administration does not bear responsibility for the veracity of the information posted in the descriptions of the works or the works themselves. The User agrees to independently verify such information for the purposes specified in this Agreement. The Service Administration also does not bear responsibility for the inability to use the works for commercial, entrepreneurial purposes. The works, information, and Service are provided to the User on the terms of business practices in the field of information technologies "as is" and "as available," which means limiting the Service Administration's liability for the Service, information, and works to the maximum applicable extent. The Service Administration is not liable for any direct or indirect damages incurred by Users or third parties, nor for lost profits resulting from the use of the Service.

5.3. A User who considers that the information on the Service directly infringes someone's rights or interests may contact the representative of the Service Administration to resolve the disputes caused by the information posted on the Service.

5.4. The Service Administration has the right at any time to terminate the Agreement with the User (refuse to fulfill the Agreement), including if the User has violated any provision of the User Agreement or has acted in a way that clearly shows that the User does not intend or is unable to comply with the provisions of the Agreement. In this case, the User loses the right to use the Works, and the Service Administration may demand compensation for damages.

5.5. The User agrees that they are solely responsible (and that the Service Administration is not liable to the User or any third parties) for any breach by the User of their obligations under this Agreement, as well as for all consequences of such breaches (including any losses or damage that the Service Administration may suffer).

5.6. The User agrees to indemnify the Service Administration, its members, directors, officers, and representatives from any direct or indirect damages, penalties, fines, and other consequences of non-fulfillment by the User of their obligations under this Agreement. In such cases, the User agrees to stand as the defendant (in civil or administrative proceedings) instead of the Service Administration and agrees to participate and provide necessary materials and evidence from their side, minimizing the Service Administration's expenses on such legal processes.

5.7. The Administration is responsible to the User only within the limits of the paid, but unrendered services, and also within the limits of the paid, but unrendered rights to use the Works. The Administration does not bear responsibility to the User and does not refund the payments made under this Agreement if the services were not rendered or the rights were not granted due to the User's fault, particularly due to the violation of the terms of this Agreement.

5.8. The Administration is not liable for the failure to perform or improper performance of obligations under this Agreement, as well as for possible damage resulting from:

unlawful actions of Internet users aimed at violating information security or normal operation of the Service and/or other software;

failures in the operation of the Service and/or other software caused by errors in code, computer viruses, and other extraneous code fragments in the software;

the absence (impossibility to establish, termination, etc.) of Internet connections; actions taken by state and municipal authorities, as well as other organizations within the framework of operational-investigative activities;

establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and/or establishment by these entities of one-time restrictions complicating or making it impossible to fulfill the Agreement;

other cases related to the actions (inaction) of Internet users and/or other entities aimed at worsening the general situation with the use of the Internet and/or computer equipment; the use (impossibility of use) and any consequences of using (inability to use) the services and rights under this Agreement by the User.

6. PERSONAL DATA

6.1. Access to the User's personal information is provided through an authorization system using a username and password, as well as through a one-time authorization key. The User must ensure the security of their authorization data and under no circumstances disclose it to third parties. Any changes to personal information made through authorization data will be considered as made personally by the User.

6.2. Personal data includes any information relating to the User as a subject of personal data, including: surname, first name, patronymic, passport details, date and place of birth, address of

residence, contact details (home, mobile, work phone numbers, email address), as well as other publicly available information.

6.3. The User consents that in the processing of personal data, the Administration may perform collection, recording, organization, accumulation, storage, adaptation, modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of their personal data through automated, mechanical, manual means for the purposes of:

- maintaining and updating the client database;
- obtaining and researching statistical data about the quality of provided services and rights;
- conducting marketing programs;
- studying the market situation of services;
- informing about services offered by the Administration, ongoing bonus programs, promotions, etc.;
- advertising and any other promotion of services in the market through direct contacts with the User and other consumers;
- technical support in processing information, documentation, and personal data with or without the use of automation.

6.4. The User consents to receive advertising and allows the Administration and third parties to perform SMS mailings, as well as other types of mailings and notifications, including advertising, using any means of communication.

6.5. The User consents and permits the Administration and third parties to combine personal data in a personal data information system and to process personal data, with the help of automation tools or without the use of such tools, as well as using other software tools specifically developed at the request of the Administration and third parties.

6.6. The User is hereby informed by the Administration that the expected users of personal data are employees of the Administration and third parties, as well as individuals engaged on a contractual basis.

6.7. The User is informed that:

This consent to the processing of personal data and receiving advertising is indefinite and can be revoked by sending a written statement to the Administration. The date of revocation is considered to be the day following the day on which the Administration receives the written statement revoking consent to the processing of personal data and/or receiving advertising.

7. FORCE MAJEURE

7.1. The parties are exempt from liability for partial or total non-fulfillment of their obligations under this Agreement if such non-fulfillment is the result of force majeure circumstances arising after the conclusion of this Agreement, or if non-fulfillment of the parties' obligations under the Agreement is the result of extraordinary events that the parties could neither foresee nor prevent by reasonable measures. Such force majeure circumstances include events beyond the control of the party and for which it is not responsible, including war, uprising, strike, earthquake, flood, and other natural disasters, fire, failures in energy supply occurring without the fault of the parties, actions and acts of government authorities adopted after the conclusion of the Agreement making it impossible to fulfill the obligations set by the Agreement, and other unforeseen circumstances and events beyond the control of the parties.

7.2. In the event of the circumstances specified in Clause 7.1., the party for whom such circumstances apply must notify the other party in writing (including sending a message by email and/or notification through a personal account) within five (5) calendar days from the onset of such circumstances. The onset and effect of such force majeure circumstances must be confirmed by competent state authorities.

7.3. When the circumstances mentioned in Clause 7.1. occur, the deadline for the fulfillment of obligations by the parties under this Agreement is postponed proportionally for as long as these circumstances last.

8. FINAL PROVISIONS

8.1. The Service Administration operates in accordance with the laws of Ukraine. Any claims, disputes, or official inquiries will be handled exclusively in accordance with Ukrainian law. The parties agree to resolve arising disputes at the court located at the place of the Service Administration's location (applicable court in Kharkiv, Ukraine).

8.2. This Agreement and relations between the Service Administration and the User not regulated by this Agreement are subject to the laws of Ukraine.

8.3. Unless otherwise expressly provided in this Agreement, any notices, requests, or other communications (correspondence) provided by the parties to each other must be in written form and sent to the receiving party by mail, by sending registered correspondence, by email (to and/or from the email address of the Administration specified in this Agreement to and/or from the email address of the User specified during registration on the Service), or by courier, as deemed appropriate. The date of receipt of the correspondence is considered the moment the notification of delivery of the postal item is received, including registered correspondence, electronic confirmation of delivery when sent by email (or in its absence – the moment the message is sent), or on the day of delivery in the case of sending correspondence by courier. In the event of disputes in court, the correspondence of the parties by email, as well as correspondence through the Platform or Chats, will be recognized by the parties as sufficient

evidence.

8.4. In case of changes in the legal status, address, banking details, or data, the party experiencing such changes must notify the other party within five (5) working days from the date of such changes in writing with a courier or registered letter with acknowledgment of receipt, and also duplicate by email. Until such notification is received, all operations performed under previous details are considered properly executed.

8.5. If one or more provisions of this Agreement are for any reason invalid or unenforceable, such invalidity does not affect the validity of any other provisions of the Agreement, which remain in force.

8.6. Without prejudice to the terms of this Agreement, the parties may at any time formalize the Agreement in the form of a written bilateral document, sealed and signed by the parties.

8.7. Throughout the duration of this Agreement and after its expiration, the parties undertake not to disclose and not to use in their own interests, or in the interests of any third parties, any confidential information, including business, commercial, technical, and other information, which is not known to the parties from publicly available sources, transferred from one party to another and which became known to the parties in connection with the conclusion and performance of this Agreement.

8.8. The User is not entitled to transfer their rights and obligations under the Agreement to a third party without the written consent of the Administration.

8.9. The Administration has the right to transfer its rights and obligations under the Agreement to third parties, in which case, the Administration notifies the User by posting information about such a transfer on the website www.k-syndicate.school.