**USER AGREEMENT**

**(TERMS OF USE)**

1. **TERMS USED IN THE AGREEMENT**

**User Agreement** (Agreement, present (given) Agreement) is the given document, the terms of which are set out below, concluded between the Service Provider and the User through the use of communication through the Service Provider's website.

**Terms of the Agreement** - the terms of this agreement are valid for each User who uses the Service Provider's website, the materials, publications, information, functionality, etc., including when ordering services from the Service Provider, in accordance with the provisions specified in this agreement.

**Service Provider's Website** - Website [http://global.itstep.org](http://cloud.itstep.org)

**Services** – training services that are provided by the Service Provider to the User virtually/online through the sale of online training courses, seminars, methodological materials, including (but not exclusively) audio, video, text materials and documents.

**Service provider** – KONSULTACIYNO-METODICHNIY CENTER, Ltd. ID 38694761, Lyagina str. 4/9, Mykolaiv, Ukraine, 54001, IBAN UA563204780000026001924856212, Bank Beneficiary JSB UKRGAZBANK, Kyiv, SWIFT: UGASUAUK, Account 400886433201, Bank correspondent: Commerzbank AG, Frankfurt am Main, SWIFT: COBADEFF

**User** – a person who uses the website, materials, publications, information, functionality, etc., including when ordering services from a Service Provider.

**Data Protection Laws** mean any applicable law relating to the processing of Personal Data applicable to any of the Parties or End Users of the Client or the Services, including:

* + 1. Directive 95/46/EU (Data Protection Directive) or GDPR;
		2. any laws implementing such laws;
		3. any laws that replace, expand, re-adopt, merge or amend any of the laws referred to in paragraphs (i) and (ii) above; and
		4. all guidelines, codes of practice and codes of conduct issued by any relevant data protection supervisory authority in relation to such data protection laws (regardless of whether they are legally binding or not).

**Protected data** -mean personal data received from or on behalf of the User or his/her representatives or processed in connection with the fulfillment of the obligations of the Service Provider under this Agreement

**GDPR** - General Data Protection Regulation (EU) 2016/679.

**Confidential information** – any information regarding any Party (regardless of whether it is declared confidential or marked as such) that a Party discloses to the other Party or that the other Party obtains from any information disclosed to it by the Party orally or in writing or by any other means in accordance with or in connection with this Agreement either before or during the term of this Agreement, and which is generally considered confidential between the business parties or which should be reasonably understood as confidential, based on the nature of the information and the circumstances of disclosure

**2. GENERAL CONDITIONS**

2.1. The purpose of this User Agreement is to regulate the legal relationship between the Service Provider and the User using the Service Provider's website.

2.2. The website of the Service Provider is legally owned by the Service Provider, the domain name of the website is a trademark protected by law.

2.3. The User and the Service Provider are guided by the current legislation, as well as the provisions of this agreement, when exercising their rights and performing their duties.

**3. MAIN CHARACTERISTICS OF THE SERVICE**

3.1. Through its website, the Service Provider allows the User to order Services.

3.2. The services are provided through the Service Provider's website.

3.3. The Service Provider becomes obligated to provide the service to the user from the moment the full amount of the cost of the Service ordered by the User is credited to the current account of the Service Provider.

3.4. On the Service Provider's website, the User can choose different Services available for use. The User has the opportunity to order several Services in one order.

3.5. The cost of each Service is indicated on the website.

The Service Provider has the right to sell Services at a discount or provide the User with other benefits of his/her choice according to the discount program or advertisement, as well as according to individual conditions with a specific User.

The obligations of the Service Provider to provide a discount, benefit or other reduction in the cost of Services are not unconditional, and are limited to the terms of the discount program, the text of the advertisement or individual terms with a specific User. The Provider has the right to cancel the discount or benefit at any time in case of changes in the discount program and/or individual conditions, as well as if the User causes damage (including damage to business reputation) to the Services Provider and/or violates the terms of this agreement.

3.6. Before making a purchase, the User has the opportunity to get comprehensive information about the details of the Services on the description page of the corresponding service.

By finalizing (completing) the purchase of Services and / or making payment for Services, the User unconditionally confirms that he/she is fully familiar with the content of this Agreement, as well as with all information about the details of the Services and the procedure for their use.

3.6. It is considered that the User fully agrees to the terms of this agreement between the Service Provider and the User from the moment the cost of Services is credited to the bank account of the Service Provider.

3.7. By paying for the service, the User gives a clear and unambiguous consent to the conclusion of this Agreement, and realizes that he/she loses the right to withdraw from the Agreement in the future.

The User confirms that due to the peculiarity of online purchase of Services, which consist in providing online access to Services through the website, the User receives full access to the Services after payment and has no right to withdraw from this Agreement and the purchase of the Service.

**4. USER ACCOUNT ON THE SERVICE PROVIDER'S WEBSITE**

4.1. Creating a user account on the Service Provider's website gives the user the right to order Services from the Service Provider and use the ordered Services.

An account is created:

4.1.1. When buying a course.

4.2. To create a user account, the User must enter reliable and valid data in the required fields on the Service Provider's website. If it is necessary to issue a correct accounting invoice to a legal entity, the User must enter the data of the relevant legal entity.

The responsibility for the accuracy of the data specified in the account form is solely borne by the User in full.

4.3. After account registration, an email is sent to the email address entered by the user during account registration with a hyperlink required to activate the account, after clicking on which the user receives the right to use the user account on the Service Provider's website.

4.4. The User can access his/her user account on the Service Provider's website by entering the correct username and password in the appropriate fields on the Service Provider's website.

The username and password on the Service Provider's website is the email address and password entered by the user when registering the account.

**5. RIGHTS AND OBLIGATIONS OF THE USER**

5.1. The User has the right to personally use the paid Services on the basis of this Agreement concluded with the Service Provider.

5.2. The User has the right to request additional information from the Service Provider about the details of the service before paying and/or concluding an Agreement.

5.3. The user has the right to change the user account data.

5.4. The User has the right to seek help and get help from the Service Provider in case of problems related to the Services or the user account offered on the Service Provider's website.

5.5. The user of the Service Provider's website has the right to withdraw from the user status of the Service Provider's website at any time. To delete a user account on the Service Provider's website, you should submit an appropriate application to the Service Provider's email address at global@itstep.org. The user who has submitted an application to delete the user account is obliged to provide the data necessary for his/her identification if it is required by the Service Provider.

5.6. The Service Provider also has the right to deactivate (delete) the User's account in case of termination of the Agreement, violation of the terms of the Agreement by the User, as well as in case of using the account in violation of the law.

5.7. In case of non-compliance with the provision of Services, the User has the right to contact the Service Provider with a reasoned written statement within 14 calendar days from the date of payment and receipt of Services.

The User and the Service Provider will cooperate with each other to resolve the complaint, taking into account the legitimate interests of both parties. The User has the right to use all means provided by the legislation to protect his/her violated rights.

5.8. The User is prohibited from disclosing the data necessary to access the User account on the Service Provider's website to any third parties.

The User expresses full consent and understanding of his/her personal responsibility for the safety of data for accessing his/her User account.

5.9. The User undertakes to use the ordered Services only personally. Third parties are prohibited from using the ordered Services. The User is prohibited from allowing third parties to use the User account.

The User expresses full consent and understanding of his/her personal responsibility for the admission of third parties to his/her User account.

5.10. By creating a user account on the Service Provider's website, the User confirms that he/she is at least 18 years old.

5.11. It is prohibited to copy, reproduce, publish or otherwise use the copyrighted Services without the prior consent of the Service Provider.

5.12. If the User does not fulfill the obligations assumed, violates the terms of this Agreement, the Service Provider has the right to deny the User access to the Services and/or deactivate / delete the User account.

5.13. The User must carefully check and be responsible for the correctness of the data provided during any transaction, at the same time, the User bears the full risk of possible damage caused by an error on his/her part.

5.14. The User is obliged to familiarize himself/herself with this Agreement before placing an order for Services and making payment for Services.

5.15. The User is obliged not to use the Service Provider's website for illegal operations (including illegal use of someone else's identity).
5.16. The user additionally guarantees:

A) the User's actions will not infringe any intellectual property rights of the Service Provider and third parties, including, but not limited to, copyrights, patents and/or trademarks;

B) the User's actions do not contain defamatory, offensive, obscene or other illegal information towards the Service Provider;

C) The User does not use and will not use the Services provided by the Service Provider for any illegal activity.

**6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

6.1. The service provider has the right to:

6.1.1. Refuse to fulfill the terms of this agreement if the Service Provider suspects that the service is being used in an dishonest or illegal manner;
6.1.2. Close the website at any time without separate notification or to terminate its operation;

6.1.3. Monitor the actions taking place on the website, including monitoring the use of the Internet environment by Users;
6.1.4. Send commercial announcements, offers, information bulletins and other announcements and surveys to Users.

6.2. Under no circumstances shall the Service Provider be liable for possible errors of third parties affecting the equipment or causing a situation in which a money transfer or card payment may fail. In case of problems related to money transfer or card payment, the User is obliged to immediately report them to the support service of the Service Provider.

6.3. If the fulfillment by the Service Provider of his/her obligations under this Agreement is not possible or is delayed solely due to any action or omission of the User and/or his/her representatives, the Service Provider is not responsible for any costs, fees or losses incurred by the User to the extent they are caused by such circumstances.

6.4. The Service Provider does not bear any liability to the User, whether under agreement, tort (including negligence), for violation of obligations by law or otherwise arising under or in connection with this Agreement, for:

* 1. lost profit;
	2. loss of sales or business;
	3. loss of agreements or contracts;
	4. loss or damage to business reputation;
	5. loss of expected savings;
	6. any indirect, special or indirect damages.

6.5. The User acknowledges that the Services may be subject to delays, interruptions, errors or other problems arising from the use of the Internet or alternative electronic communication networks used by Parties or third parties. The User acknowledges that such risks are inherent in such Services and that the Service Provider is not responsible for any such delays, interruptions, errors or other problems, unless they are caused by the negligence of the Service Provider.

6.6. No guarantees and obligations of the Service Provider apply to the extent that any error in the Services arises as a result of:

* 1. incorrect operation or incorrect use of the Service Provider's website, including intentional misrepresentation of data by the User;
	2. use of any of the Services for other purposes, including for deliberate evasion or non-compliance with applicable laws;
	3. any modification of the Services by the User (other than changes made or previously authorized by the Service Provider); or
	4. a failure in the software of the Service Provider or payment provider.

6.7. The total aggregate liability of the Service Provider to the User, whether under the agreement, tort (including negligence), in respect of innocent or negligent misleading or misrepresentation in connection with violation of statutory obligations or otherwise, will be limited to the total amounts received by him/her under this Agreement (excluding taxes, refunds and deductions.

For the avoidance of doubt, references to the limitation of liability of the Service Provider refer to any liability arising under or in connection with this Agreement.

Nothing limits the payment obligations of the Customer under this Agreement.

**7. ORDER FULFILLMENT AND PAYMENT TERMS**

7.1. All prices for services offered on the Service Provider's website include VAT.

7.2. Payment for the order is made electronically via the Service Provider's website or by bank transfer to the Service Provider's bank account.

7.3. The service provider is the user and controller of personal data. The service provider may transfer the personal data necessary for making payments to an authorized processor – payment provider or another financial institution that conducts payments between the User and the Service Provider.

7.4. By performing each action on the Service Provider's website, the User confirms that he/she:

a) is a legally capable person who has the right to make transactions on the website of the Service Provider;

b) understands that when accepting the terms of this agreement, he/she fully assumes responsibility for the validity of his/her choice and actions to pay for Services, and also confirms that the choice and cost of Services are not imposed on him/her by the Service Provider.

7.5. The User is aware and agrees that the Service Provider has the right to process the User's personal data in accordance with applicable law and these terms of this Agreement.
7.4. The User is aware that by agreeing to this User Agreement, he/she consents to the sending by the Service Provider of commercial ads, offers and other ads and surveys to the User.

The User has the right to refuse this by sending a corresponding written application to the Service Provider.

7.5. The User confirms that he/she can fully and easily understand all the conditions contained in the terms of the order and this Agreement, and fully understands that the use of the Service Provider's website, as well as its functions, including payment for the order, entails legally binding obligations.

7.6. In connection with the development of the Service Provider's website, the Service Provider has the right to unilaterally change and supplement the website and the terms of the order and this agreement at any time.

7.5. Changes and additions to the terms of the order and/or this User Agreement come into force from the moment of publication of the corresponding change or addition on the website of the Service Provider, and are mandatory for the User.

**8. INTELLECTUAL PROPERTY**

8.1. The website of the Service Provider and its parts (including, but not limited to, the graphical interface of the Service Provider's website and sales offers, images, etc.) and related software, the trademark of the Service Provider, documents and materials of the Service Provider and other objects protected by the copyright of the Service Provider are separate copyrighted works that Users are not allowed to use for commercial purposes without the written permission of the Service Provider under any circumstances.

**9. PERSONAL DATA, PRIVACY POLICY**

9.1**.** Each Party must comply with its obligations and may exercise its respective rights and remedies in accordance with Data Protection Laws.

The Parties agree that the User is the Controller and the Service Provider is the Processor for processing Protected Data in accordance with this Agreement, and if the Service Provider transfers Protected Data to the Provider, he/she is also the controller of such data.

9.2. The Service Provider guarantees that he/she complies with all Data Protection Laws in connection with the processing of Protected Data and the provision of Services.

9.3. Issues related to the processing of personal data are also regulated by the privacy policy of the Service Provider.

* 1. The User and the Service Provider undertake to:

(i) protect and safeguard the Confidential Information of the other Party from any unauthorized use, disclosure, transmission or publication, at least with the same degree of care as with respect to the own confidential or proprietary information, but in no case less than reasonable care;

(ii) notify the disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information and take reasonable steps to regain possession of Confidential Information and prevent further unauthorized actions or other violations of this Agreement, and

(iii) use only Confidential Information as necessary to fulfill the obligations under this Agreement and will not cause or permit disclosure of information, except:

* 1. if required by law, a court order or any government or regulatory authority;
	2. any of the employees, officers, subcontractors, representatives or consultants who need to know the information in order to fulfill their obligations under this Agreement, who are bound by confidentiality obligations at least as protective as this Agreement, and agree only to use the information for this purpose and not to cause or allow disclosure of this information;
	3. when the information became publicly available to the public (except in cases of disclosure of information in violation of this Agreement by a Party or any of the employees, officials, subcontractors, representatives or consultants);
	4. if the information was available or was known to him/her on a non-confidential basis prior to disclosure in accordance with this Agreement; or
	5. if the receiving Party can show that the information was developed by him/her or for him/her independently without using or referring to the Confidential Information of the disclosing Party.

**10. FINAL PROVISIONS**

10.1. All copyrights to the documents and materials presented on the Service Provider's website belong to the Service Provider or the Service Provider has previously acquired the corresponding rights.

10.2. The parties are liable to each other for damage caused by violation of the terms, in accordance with the procedure provided for by applicable law.

10.3. The Service Provider is not liable for damage caused to the User if the damage is caused by a circumstance that the Service Provider could not influence and the occurrence of which the Service Provider could not foresee and predict (force majeure).

10.3. The Service Provider reserves the right to change the above terms of the Agreement at any time without prior notice. The service provider is not obliged to inform the user about the changes. The changes take effect immediately after they are published on the Service Provider's website. Therefore, the Service Provider recommends that the User constantly check whether there have been any changes to this Agreement.

The Provider has the right to make any changes to the Services that are necessary to comply with any applicable legislation, security requirements, about which the Provider notifies the Customer within a reasonable time of such changes by posting information on his/her website.

If a change in the terms of this Agreement and/or the Services is necessary to comply with any applicable law, and the Provider is unable or unwilling to make such a change, the Customer may terminate this Agreement by sending a written notice to the Provider.

10.4. Disputes arising in connection with the use of the Service Provider's website will be resolved by the User and the Service Provider through negotiations.

If the User has a claim against the Service Provider, the User has the right to make such a reasoned claim within 14 calendar days from the date of payment by sending an e-mail to the Service Provider's email or postal address. Any written claim of the User must be signed by him/her by putting a signature or electronic digital signature. If the User has not submitted a written claim to the Service Provider within the period specified in this paragraph, he/she loses the right to make such a claim in the future.

10.5. If any provision of the terms of this Agreement becomes invalid due to a conflict with the law, this will not affect the validity of the remaining provisions of this Agreement.