

# Terms of Service

Read carefully the following Terms of Service (also referred to as the “Agreement”). The Terms of Service constitute a binding Agreement between You (“The User”) and **VirtualAccelerate** that governs the use of the offered Software Service (“The Software”, “The Service”) and its subdomains. Herein „**VirtualAccelerate**“ shall be referenced as “we”, “us” and “our”. By using The Service provided by **VirtualAccelerate**, you signify your consent to be bound by this Agreement.

**VirtualAccelerate** is a SaaS (Software-as-a-Service) maintained by „Codify”.

We reserve the right to revise and update the Terms of Service. It is Your responsibility to ensure you are familiar with the updated version of the Terms of Service. The most recent version of the Terms of service can be accessed and reviewed here.

Last update: 23 February 2023

## 1. DEFINITIONS

1.1. Except to the extent expressly provided otherwise in this Agreement:

1.1.1. “Agreement” means the entire agreement between You (“The User”) and Us, the provider of **VirtualAccelerate** software-as-a-service (“The Service”). The entire Agreement includes these Terms of Service along with its amendments and updates, as well as our Privacy Policy, Fair Use Policy, and Data Processing Agreement;

1.1.2. “The Service” is the **VirtualAccelerate** Software-as-a-Service (SaaS) offered by Us also referred to as “The Software”. This includes technical support and documentation, both current and future features and tools that help You create and manage Your programs, as well as the system and server software used to provide The Service and the hardware on which they are installed;

1.1.3. “Account” means a registered account that enables You to access and use The Service;

1.1.4. “The User”/”A User”, also referred to as “You”, means the person who has registered an Account with The Service. If The User is creating an account on behalf of their employer, that employer shall be the owner of the Account and shall also be bound by this Terms of Service;

1.1.5. “Program” refers to any kind of program, like awards, scholarships, grants, contests, competition, etc. where any part of The Service is used by The User for the purposes of said Program;

1.1.6. “Application” refers to an application, submission, inquiry, claim or any other kind of form submitted by the Applicant as part of their Program participation.

1.1.7. “Fee” means any amount owed to Us for using The Service, including fees associated with pricing plan upgrades, as per the pricing publicly available at **VirtualAccelerate**.

1.1.8. “Applicant” refers to a person who uses The Service to register for a Program managed by The User;

1.1.9. “Applicant Data” means all data supplied by the Applicant to participate in the Program managed by You– The User;

1.1.10. “Personal Data” shall have the meaning ascribed to it in Applicable Data Protection Laws;

1.1.11. “Organization Owner” means The User who creates an organization in **VirtualAccelerate**. The User can create an organization on behalf of their employer;

1.1.12. “Third Party” means any other party that is neither The User nor Us;

1.1.13. “The Trademarks” refers to Our Trademarks collectively with Third Party Trademarks used in connection with The Service;

1.1.14. “Content”/“Materials” refers to all content created, uploaded, added, submitted, or posted to the Service, including, but not limited to text, video and audio materials, written posts and comments, photographs, images, graphics, URLs, etc. which are made accessible on or through the Service;

1.1.15. “Fault” refers to any failure in providing The Service.

## **2. USE OF THE SERVICE**

2.1. The Service is designed as a Software-as-a-Service (SaaS) for managing programs and virtual events. Upon registering, You may store information and documentation on Your Account which is hosted by Us.

2.2. All information submitted by You and to You in relation to the latter matter belongs to You and is hereinafter referred to as “Your Data”. Your Data includes any personal or other information an Applicant of any of Your programs submits to You via The Service.

2.3. We collect Personal Data about The User upon registration. Personal Data is only processed for the purpose of The Service and not disclosed to any Third Party. Exclusions may apply – for example, where We are required to disclose information by Law Enforcement Authorities. By agreeing to use Our Service, You agree to have your Personal Data collected and processed by Us and You consent to provide accurate and truthful information.

2.4. You declare that you have read Our Terms of Service, Privacy policy, Data Processing Agreement, Cookies Policy and Fair Use Policy and You are informed about the type of Personal Data we process, and the purposes it is used for, as well as Your rights to access and change Your personal data. You can access and edit any personal data we store through ‘My Profile’ on Your Account.

2.5. Personal Data is safely stored on Our virtual servers, protected by SSL encryption. We will never sell Personal Data or use it for any other purposes, except as stated in this Agreement.

2.6. We will not tolerate the use of The Service for the distribution of fraudulent, misleading, illegal or otherwise offensive or abusive Materials of any kind. At the time of entering this Agreement, You consent to observe the proper use and reputation of The Service.

2.7. We reserve the right to suspend indefinitely an Account deemed in violation of this Agreement, as well as an Account whose activity may cause damage to the reputation of “VirtualAccelerate”.

2.8. Users below the age of 18 must obtain a parent’s or guardian’s consent in order to proceed with the registration process. It is advised that minors are informed by parents or guardians about their safety online.

### 3. REGISTRATION

3.1. The Services offered on Our website are intended to be used by Users who are mature and capable. By accepting these Terms of Service, You declare that You meet these conditions.

3.2. If You are creating an account in **VirtualAccelerate** on behalf of Your employer, then You represent and warrant that You have the authority to bind Your employer to this Agreement.

3.3. The registration on Our website is voluntary and free of charge. Registration entitles You to request/purchase the Service.

3.4. You are responsible for protecting Your password, as well as for all actions performed by You or by a Third Party using Your password (Your registered Account).

3.5. It is prohibited for the same email address to be registered for more than one User's Account.

3.6. You confirm that the information provided during the registration is correct. We are not responsible for any typographical errors or misrepresentations of information or information presented in a misleading manner. You undertake to update and correct outdated and inaccurate information data within 7 days of the change of the data. If the information is not updated within the specified period, We reserve the right to terminate Your Account. You are responsible for all actions (including actions performed by third parties) that are performed through Your registered Account. You undertake to notify Us of suspected or unlawful access. In such cases, the use of Your username and/or password is evidence that your account was used to access the Service.

3.7. We reserve the right to reject an application for registration of the User's Account or refuse access to The Service in the event that You provide Us or We have doubts that You have provided incomplete, incorrect or inaccurate information. We reserve the right to close/delete the registered User's Account if, at Our discretion or if data is available from competent government authorities, the unauthorized actions are or have been committed through the registered User's Account.

#### **4. ACCESS TO THE SERVICE. ACCOUNT CANCELLATION AND SUSPENSION**

4.1. Access to The Service is available at <https://app.virtualaccelerate.com/>. It is Your responsibility to observe the confidentiality of Your Personal login information and not to disclose it to any Third Parties.

4.2. We shall not hold any liability for any damages or loss You caused by disclosure of personal login details to Third Parties, or where personal login information has been obtained by Third Parties by any means and used for any purposes.

4.3. You may not sell or trade any Account with another person.

4.4. In case of terminated or suspended account, You will not be allowed to open an alternative account.

4.5. Either party may terminate this Agreement. You may terminate the Agreement by requesting the cancellation of Your Account according to paragraphs 4.6 and 4.7.

4.6. You can cancel Your Account only if the account has no outstanding Fee for using The Service.

4.7. You can cancel Your Account by contacting Our team at [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com) to request the cancellation of Your Account. Cancellation shall be processed within 30 working days and all data associated with the canceled Account shall be stored for 12 months after the cancellation at which point it shall be deleted.

4.8. We reserve the right to limit or block Your access to Your registered Account in the following non-exhaustive cases:

4.8.1. When You perform actions that violate Our interests and this Agreement;

4.8.2. In case of actions that violate the security and functioning of the website;

4.8.3. In case of violation of Our intellectual property rights;

4.8.4. On receipt of an order from a competent state authority.

4.9. We reserve the right to terminate Your account in response to Your actions with regard to using The Service. We shall not be held responsible or be liable to you or any Third Party in case of termination of Your account, including the cases where Your Account has not been used for an extended period of time (more than three years), as well as in the cases listed in paragraph 6.32.

4.10. We may suspend indefinitely Your account where due payments have not been made within the appointed deadlines and policies practiced by Us.

4.11. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and other provisions of this Agreement continue after the termination of Your account.

4.12. We reserve the right to refuse service, terminate accounts, remove Materials or edit Content if we have determined, at Our discretion, that these violate the Terms of Service outlined in this Agreement.

## **5. REQUEST OF A SERVICE**

5.1. Registration is required to request the provision of The Service. Requests for the provision of the Service are accepted 24 hours a day, 7 days a week.

5.2. You shall request the provision of the Service by logging into Your registered User's Account. The Service cannot be requested if You do not have a registered User's Account.

5.3. It is assumed that when making a request from a registered User Account, the User who made it is the one on whose behalf the respective profile is registered.

5.4. We confirm the acceptance of a request by sending an e-mail to Your e-mail address indicated in Your registered User's Account, stating that the request has been accepted. The confirmation sent by e-mail contains information about the requested service. E-mail request confirmation is considered to be the conclusion of a distance service agreement. The confirmation We sent You is deemed to have entered into force when it was sent to Your e-mail address specified in Your registered User's Account, even though the sent e-mail has not reached You.

5.5. We reserve the right to cancel requests for which there are grounds to believe that contain incorrect data. We shall notify You of missing data or incorrect data and in the event that We do not receive complete or correct information within 36 hours, We shall cancel the request.

5.6. By providing the Service, You shall guarantee that You have taken the necessary measures to protect the Personal data of the Applicants for Your Program, as well as guarantee that all relations between You and the Applicants related to the provision of the Service have been settled. You agree to provide Us with evidence (documents) if requested. If You Cannot provide us with documents to prove that You have settled Your relationships with the Applicants, We reserve the right to terminate the provision of the Service.

## **6. FEES AND BILLING**

6.2. Each pricing plan is fixed in EUR (euro), regardless of the currency set for the Relevant Program.

6.3. Payments of the requested Service may be made by:

6.3.1. Credit card;

6.3.2. Bank transfer.

6.4. You shall pay in advance the whole amount of the requested Service. The amount can be paid at the latest until the moment You decide to make the Program active by pressing the “Go Live” button.

6.5. The Service is provided only after payment is finalized.

6.6. If You cancel or delete an Application that has never been approved, that Application shall not count towards the number of applications allowed for the corresponding pricing plan.

6.7. Once an Application is approved, it is considered serviced through The Service. Even if it is rejected, deleted, or canceled afterwards, it shall still count towards the allowed number of applications for the corresponding pricing plan.

6.8. The payment amount will be calculated on the issuer of Your card’s respective exchange rate for the day.

6.9. The Program Fee is valid for one year (365 days) from the moment a program goes Live for the first time. The Program fee does not renew automatically unless the User extends the program.

6.10. We do not refund the amount paid if the provision of The Service has already started.

#### Custom plans

6.11. We reserve the right to provide custom quote plans, referred to as Custom Plans henceforth, to organizations that run multiple programs or require Enterprise features and high-volume processing (with the meaning set out in Our Fair use policy). Such Custom Plans shall require payment in advance based on the amount agreed between Us and the organizations. The organization shall be represented by a User with a registered Account.

6.12. We reserve the right to provide a Custom plan to any User who has inquired about a Custom plan at Our discretion.

6.13. In Your inquiry, You shall state clearly and unambiguously what services You want to be included in Your Custom plan in accordance with Paragraph 6.15. Your request shall be sent to Our email address: [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com).

6.14. If a User represents two or more organizations, the Custom plan is effective for the organization named in the inquiry. Subsequent addition of organizations to an already negotiated Custom plan is only permitted with Our express consent – otherwise, such addition is subject to a new Custom plan to be agreed upon.

6.15. Your Custom plan can include:

6.15.1. Price for a certain number of Programs – You can negotiate the provision of our Services for a certain number of Programs for a price other than that indicated in Our price list;

6.15.2. Enjoy all the bells and whistles that We have to offer, without any trace of Our logo;

6.15.3. Non-standard contract terms – You can negotiate specific needs or requirements for your organization, outside of our standard Terms of Service;



6.15.4. Configuration service – One of Our experts will go through the configuration of Your program and help You every step of the way;

6.15.5. Priority Support – Enjoy priority queue and enquire resolution from Our famous 5-star customer support team;

6.15.6. Anything else that We, as a Service Provider, agree to provide (freedom of contract).

6.16. The amount paid for a Custom Plan shall depend on the options, services, and parameters agreed upon between Us and the organization.

6.17. You have the right to renegotiate Your Custom plan that has entered into force and has not yet expired.

6.18. Upon successful payment of the agreed amount, the amount shall be added in its entirety to The User's Account for the organization of their choice.

6.19. The amount paid for a Custom plan shall be non-refundable.

6.20. A Custom Plan is valid for one year (365 days from its activation) or until the agreed limit of Programs and/or Applications has been reached. When one of the two conditions is met, the plan must be renewed again to continue using The Service.

6.21. You have the right to renew Your Custom plan. We reserve the right to refuse the renewal of Your Custom Plan at the same price. In the event of such a refusal, We shall provide You with a new offer with an updated price – You have the right to refuse this offer. In the event You refuse Our offer, We may not change the price, but We have the right, at our discretion, to exclude the provision of some of the services/options included in your Custom plan. The price change is on annual basis and is at our discretion.

6.22. Neither the User, nor the Organization that the User represents can switch to per program plan if they have an active Program that's on a Custom Plan.

Other

6.23. All pricing plans are subject to our Fair Use policy that aims to ensure that the use of the platform by some clients does not negatively and unfairly impact the rest.

6.24. It is Your responsibility to determine and set the price of the goods and services You provide through The Service for the Program.

6.25. We reserve the right to amend Our pricing policy and update or discontinue The Service as a whole or any part thereof. In these cases, We shall try to provide at least 30 days notice prior to any such changes taking effect. We shall not be liable if such changes to The Service occur.

6.26. We reserve the right to suspend temporarily or permanently Accounts that:

6.26.1. have failed to make Fee payments, such cases may, without limitations, include rejected credit or debit cards; and

6.26.2. have performed actions in an attempt to evade the accumulation of Fee for using The Service.

It is Your sole responsibility to follow through on any and all payments from Your sales with The Service.

6.27. VAT shall be charged for:

6.27.4. natural persons in the EU (charged according to the EU country's own VAT).

6.28. VAT is not charged for:

6.28.1. Companies located outside the EU.

6.28.2. Companies located in the EU with a valid VAT number.

6.28.3. Natural persons outside the EU.

6.29. We are not obliged to issue refunds for payments made for using The Service.

## **7. PROVISION OF SERVICE**

7.1. The services specified on Our Website are provided by Us by requests from distance.

“VirtualAccelerate” is the provider of the Service – You are fully responsible for any action you take during the provision of the Service.

7.2. We provide You with detailed information about the services We offer, including the prices and the terms under which the services can be requested.

7.3. We will terminate the provision of the Service if the Service is used for Programs related to:

7.4.1. Spreading false information, fake news;

7.4.2. Distribution of inappropriate content that is against public morals;

7.4.3. Civil disobedience and damaging the prestige of state institutions;

7.4.4. Discrimination on the basis of sex, gender, race, nationality and/or any other grounds;

7.4.5. Corruption or Money laundering;

7.4. We provide the Service requested by You for a period of 365 days, which begins with the finalization of the payment. All requested services are provided remotely.

7.5. In the event that We cannot provide You with the requested Service due to Our fault, We will extend the Service provision period by the time during which We were not able to provide You with the requested Service.

## **8. REFUSAL OF A REQUESTED SERVICE**

8.1. You do not have the right to refuse the requested service if its provision has started or the service has been fully provided and the performance of the service has begun with Your express prior consent and confirmation that You know that You will lose Your right to refuse after the service agreement shall be fulfilled in full by Us. For the avoidance of doubt, with Your confirmation that you accept these Terms of Service, You give Us consent and confirmation that You are aware that You will lose your right of withdrawal after the service agreement has been fully performed by Us or after the performance of the service has started.

## **9. THE USER'S RIGHTS AND OBLIGATIONS**

9.1. Upon entering this Agreement, You are granted non-transferable non-exclusive rights to use The Service. Rights not expressly stated in this Agreement are reserved by VirtualAccelerate.

9.2. You have the right to review the content on Our Website.

9.3. You have the right to contact Us.

9.4. You have the right to receive information about new services, that We offer.

9.5. You have the right to register only one User Account.

9.6. You have the right to delete Your User Account at any time.

9.7. It is Your obligation to keep the secret of Your Logging information for accessing Your User Account.

9.8. It is Your obligation to update the information in Your User Account in case of any change that has occurred within 7 days.

9.9. It is Your obligation to inform the Applicants that their Applicant Data is stored and processed by Us as part of The Service and that The Service requires access to process the name and e-mail address associated with the Applicant's corresponding social media profile for the purpose of registering the Applicant's vote in public voting program rounds. In this case, We process the Applicant's Personal data as a Data Processor.

9.10. The Service must only be used for lawful purposes and must not be used in any way that constitutes an illegal action or promotes illegal actions, violence or intolerance. The Service must also be used in accordance with Section 7.

9.11. Your right of use of The Service may be terminated according to the provisions outlined in paragraphs 4 and 10, and in any case where We regard termination of an account as appropriate responsive action.

9.12. It is Your obligation to ensure the necessary measures to protect the Personal Data of the Applicants.

9.13. It is Your obligation to settle Your relations with the Applicants.

9.14. It is Your obligation to provide evidence (documents) of the measures taken to protect the Personal Data and of the manner in which relations with Applicants are settled if We request such evidence (documents).

9.15. It is Your obligation to ensure that any uploaded Content, including but not limited to photographs, text, illustrations, audio and video materials, does not violate any copyright laws.

9.16. You must not duplicate, license, sublicense, distribute or otherwise commercially exploit the **VirtualAccelerate** trademark (or any other trademark owned by Us), The Service, or any part of Our website and its alliances without Our express written permission.

9.17. You must not attempt to reverse engineer Our website and The Service We offer. The Service must not be exploited with malice, or the intention of building a competitive product, or dishonest exploitation or copying of ideas and functions offered by the Software or Services.

9.18. By accepting the provisions of this Agreement, You agree not to attempt to gain unauthorised access to parts of The Software, including but not limited to networks on which The Software is stored and any related systems.

9.19. By no means does this Agreement grant permission or any license which allows You to change, modify, access or use the source code of the software used for the Service.

9.20. You must not use The Service to store any kind of unlawful Materials that may harm in any way The Users, the Applicants, the **VirtualAccelerate** brand, Us, or any Third Parties.

9.21. The Service shall not be used for the distribution of unsolicited Materials, including, but not limited to, SPAM Materials.

9.22. You shall not use the Service to store, distribute, or otherwise engage with Materials and/or data containing viruses, worms, Trojan horses, or any other kind of materials that may damage or impair The Service, Our websites, the Users, the Applicants or any other Third Party.

9.23. You must not harm our reputation with your use of The Service.

9.24. Any Faults or suspected Faults must be reported at [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com) and must include information about the type of Fault and The User's contact information.

9.25. If You have reason to suspect any violations of rights under this Agreement, you must contact the **VirtualAccelerate** team at [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com) and inform us of your concerns, providing factual and relevant information.

## **10. VirtualAccelerate RIGHTS AND OBLIGATIONS**

10.1. We are 100% dedicated to offering an innovative, reliable service to You, however, We reserve the right to make adjustments to the content or scope of The Service and to withdraw our Service at any time and without prior notice.

10.2. We reserve the right to make changes to Our Website at Our sole discretion, without the obligation to notify You.

10.3. We carry no obligation to maintain, change or add features or functionalities of The Service at Your request or for Your benefit.

10.4. We reserve the right at times to restrict access to The Service or parts of it, in order to carry out adaptive, corrective or preventive maintenance. We may continue to provide the Service using a new or modified version of The Software.

10.5. We reserve the right to refuse access to The Service to anyone for any reason at any time.

10.6. We reserve the right to offer The Service to Your competitors without restriction and make no promise of exclusivity in any particular market segment. In this regard, other Applicants/Users may compete with You, although they may at no point use any of Your confidential information.

10.7. We hold no responsibility for the legality or safety of goods and services provided through The Service, nor can we guarantee their quality.

10.8. We shall not be obliged to have backup facilities or to carry out data conversion.

10.9. We are committed to providing our Users with a reliable and regularly updated service, thus, access to The Service and/or Services might be limited at times due to updates, changes to the Service or other system upgrades. As a result, information posted on **VirtualAccelerate** about The Service might at times be outdated.

10.10. We reserve the right to suspend or discontinue its interactive services, such as its blog and chat services, and are not liable for any resulting losses and/or damages

10.11. We will under no circumstances be obliged to provide You with a physical data carrier containing The Software.

10.12. We shall not be responsible for checking the accuracy and completeness of the results and data generated through The Service. It is Your responsibility to check the accuracy and completeness of results and data generated through the use of The Service.

10.13. We follow strict policies as to the security features of our Service. All personally identifiable information You have submitted upon registration is stored safely and securely.

10.14. We shall not disclose Your Personal Data to a Third Party unless one of the following exceptions applies:

11.14.1. where we are required by law and Law Enforcement Authorities;

21.14.1. where we have reasonable grounds to believe an actual or potential fraud has occurred or may occur, we may disclose a user's personal information in order to protect our company from any such fraud or unauthorized transactions;

10.15. We reserve the right to determine, in our sole judgment, the rightful Account ownership, and if deemed necessary, transfer an Account to the rightful owner.

10.16. In case of a dispute regarding Account ownership, We may request documentation in order to determine or authenticate the Account ownership. Such documentation may include, but is not limited to, a scanned copy of your business license, government-issued photo ID, the last four digits of the credit card kept on file, etc.

10.17. We reserve the right to suspend indefinitely an Account until the dispute between parties regarding the rightful Account owner has been settled or resolved.

10.18. We reserve the right to remove inactive User Accounts.

10.19. We reserve the right to close/delete the User Account in the following cases:

11.19.0. if the Account has not been used for a long period of time (more than three years);

12.19.0. at any time upon Your request by email;

13.19.0. in other cases at Our discretion, after prior notice.

10.20. We shall not sell, share, or rent personally identifiable information to a Third Party, unless where exceptions apply as stated above. However, We do reserve the right to use, process and sell to a Third Party statistical information and grouped data that excludes personally identifiable information.

10.21. All Fault reports will be investigated thoroughly and prompt responses will be issued to concerned parties.

10.22. We reserve the right to send You up to three (3) email surveys in a calendar year, in relation to The Service.

10.23. Abuse of any kind, including verbal or written threats of abuse or retribution, to any **VirtualAccelerate** User, Applicant or employee may be subject to immediate Account termination.

## **11. DISPUTE RESOLUTION**

11.1. In the event of a dispute between Us, as the Service Provider, and You, as a User using the Service to create and manage a Program, that dispute shall be resolved through our internal complaints system.

11.2. To submit a complaint through our internal system, You shall send an e mail to the following e mail address [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com). You shall send the e-mail from the e-mail address You registered an Account. The subject of the e-mail shall be “Complaint”. The essence of the complaint shall be described in free text.

11.3. You can make a complaint if:

11.13.1. We unilaterally and without reason change the terms of the Program plan that You have selected;

21.13.1. We unreasonably restrict Your access to/functionality of Your User Account;

31.13.1. We unreasonably terminate Your User Account;

41.13.1. We have not complied with any of our obligations under these Terms of Service, the Privacy Policy or the Data Processing Agreement;



51.13.1. You believe that Your legal rights and interests have been violated by Our action or inaction.

11.4. It is our obligation to consider the complaint sent by You and to provide You with our opinion within 30 days. In case we need more time to consider Your complaint, You will be notified within this one month.

11.5. If the dispute remains unsolved (including the cases where We have not provided You with a response to Your complaint within the mentioned period) or You believe that the response contradicts Our Terms of Service, Privacy Policy, Data Processing agreement and/or the relevant legislation, You have the right to refer to the competent jurisdiction.

11.6. We are not responsible for and will not provide assistance in disputes arising between the User and its Applicant in connection with the use of the Service.

## **12. LINKS TO THIRD-PARTY WEBSITES**

12.1. Our Website contains links to websites maintained by third parties (“Third Party Websites”). All third-party websites accessible through Our Website are independent and We assume no responsibility for damages and losses You incurred as a result of the use of these websites. We are not responsible for the content on the Third-party websites, and also for the presence of viruses or other harmful components on these websites.

## **13. UPLOADING CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

13.1. You are responsible for all Content publicly or privately transmitted through The Service.

13.2. We do not claim any intellectual property rights over Content you upload through The Service.

13.3. We shall not sell, share, or rent any Content provided by You to Us which is not publicly known or available. This does not include information that:

13.3.1. was in the public domain at the time we received it;

23.3.1. comes into the public domain after We have received through no fault by Us;

33.3.1. We received from someone other than You without breach of Our or their confidentiality obligations; or

43.3.1. We are required by law to disclose.

13.4. We do not monitor the Content uploaded by You or the Applicants. You agree to abstain from uploading and distributing fraudulent, misleading, abusive, offensive, sexually explicit, or otherwise harmful or illegal Content. It is Your responsibility to observe copyright issues. You hereby agree that Content uploaded by You and Your Applicants is consistent with applicable laws and regulations, and You agree to indemnify Us for any breach of relevant laws and regulations.

13.5. By uploading or linking Content using The Service, You agree:

13.5.1. to allow other internet users to view the Content you post publicly;

13.5.2. to allow Us to store, and in the case of publicly stored Content, display your Content; and

13.5.3. that We can, at our discretion, at any time, review the Content submitted to The Service.

13.6. The Service contains Content specifically provided by Us or other Content providers. This Content is protected by copyrights, trademarks, trade secrets, or other proprietary rights and laws.

13.7. You hereby acknowledge to accept and maintain all copyright notices and restrictions which apply to any Content accessed through or contained in The Service.

13.8. This Agreement grants You a worldwide, non-exclusive, non-sublicensable, and non-transferable right to use, store and display Content as part of using The Service.

13.9. Content on the Our websites is owned by **VirtualAccelerate**. It cannot be reproduced without our express written permission.

13.10. Illustrations, photographs, video and audio materials, and graphics must not be separated from their accompanying text and our ownership must be acknowledged at all times.

13.11. If You copy and/or distribute our property without express written permission, legal actions will be undertaken.

13.12. By consenting to this Agreement, You grant Us the non-exclusive right and license to use the names, trademarks, service marks and logos associated with Your organization, as well as the names, trademarks, service marks and logos of the Relevant Program for marketing purposes to promote The Service, unless You expressly state otherwise. With regards to the latter matter, You may contact us at [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com).

13.13. By submitting Content through The Service, You grant us a worldwide, royalty-free and non-exclusive right to use, modify, transmit, distribute, show, and stream The User's Content as part of The Service, including, without limitation, through Third Party websites, email, APIs and other media channels and formats.

13.14. We have the right to remove without warning Content that is in violation of copyright laws or illegal should an issue arise. Please note, that We may be required by law to disclose The User's identity in cases of copyright infringement claims.

13.15. When you delete Content from your Account, you acknowledge that some of that Content may:

13.15.1. remain available and be used in accordance with these Terms; and

13.15.2. may persist in backup copies for up to a year after deletion.

13.16. By entering this Agreement The User accepts to receive occasional information about VirtualAccelerate and our products, product features, updates and other relevant information via e-mail. You may opt out of receiving newsletters at any time.

## **14. TRADEMARK**

14.1. VirtualAccelerate, the VirtualAccelerate logo and all brand assets are Our trademarks; other company, product, and service names used in connection with the Service may be trademarks owned by third parties (Third Party Trademarks collectively with Our Trademarks, The Trademarks).

14.2. Any use of the Our brand and logo, without Our prior written consent is strictly forbidden.

14.3. The Trademarks may in no way be used to damage the goodwill in The Trademarks or damage Our reputation or the reputation of The Service, or any Third Party involved with The Service.

14.4. Including or using any of the Our Trademarks as part of a link to or from any site is forbidden without our explicit permission approving each and every link with prior written consent. Goodwill generated from the use of any of Our Trademarks shall inure to Our benefit.

## **15. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

15.1. The contents of Our websites and The Service are provided without any guarantees, conditions or warranties as to their contents and accuracy.

15.2. We shall not, in any event, be liable to You or any Third Party for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to lost profits, expenses, costs, loss of business opportunity, and loss of data arising of or related to any of Our services and products, or Your use or inability to use The Service provided, or from any errors, even where We have been informed about such possible damage.

15.3. By consenting to use Our website and The Service provided, You expressly agree that the use of The Service is at Your sole risk. The Service is provided as-is. We give no warranty that The Service will be uninterrupted, secure, timely, or virus free.

15.4. It is at Your discretion and risk to download materials from Our website or The Service. We shall not be liable for any damages to Your computer or other devices resulting from downloads or the use of The Service.

15.5. You will be liable for the Content created, managed and made accessible on Our website by You in the course of the use of the Service. We shall not be liable with respect to the Content created, managed, or made accessible by You and the way it is used.

15.6. You agree that all Content accessed by you using the Service is at Your own risk, and You will be solely responsible for any resulting damage or loss to You or any other party.

## **16. INDEMNIFICATION**

16.1. The User hereby agrees to indemnify Us as well as any of Our directors, employees, and contractors for any losses, costs, expenses, charges, damages, proceedings, and claims that we may be subjected to as a consequence of Your use of the website or the Service, or in case of a breach of this Agreement.

16.2. In cases of Infringement concerning a Third Party, as a result of Your actions, it is Your obligation to resolve the issue at Your own expense. Such measures may include but are not limited to, obtaining a license, express permission, or the removal of any copyrighted Materials from Our websites and The Service.

## **17. PERSONAL DATA, LOG FILES AND COOKIES**

17.1. As part of The Service, We act both as a Data Controller and Data Processor.

17.1.1. We act as a Data Controller with respect to the Personal Data of Users who use Our Services to create and manage programs.

27.1.1. We act as a Data Processor with respect to the Personal Data of Applicants. This Personal Data is provided to Us by the User in accordance with the Data Processing Agreement.

17.2. We use IP addresses to track trends and gather information, including but not limited to demographic data. IP addresses are not related to personally identifiable information.

17.3. Cookies provide limited information about a website visitor. You can obtain more information about how We use cookies on the Cookies Policy which is published on Our website.

## **18. FORCE MAJEURE**

18.1. Neither party to this Agreement shall be liable for failure to perform the party's obligations where such failure is the result of a Force Majeure event. Such events include, but are not limited to, fire, flood, earthquake, or other natural disasters, war, invasion, rebellion, revolution, civil war, hostility and acts of enemies, terrorism, nationalization, confiscation, government sanction, embargo, blockage, strike, labor dispute, failure of electricity or telephone service, attack of computer viruses and/or hackers, breakdown of electronic and communication systems, and Force Majeure of subcontractors.

18.2. Where a party seeks to claim a Force Majeure event for failure to perform, it must be satisfied that all reasonable steps were taken as to the minimisation of the damages caused by such an event, those non-affected obligations were executed to reasonably expected standards,

and that the other party was notified within a reasonable under the circumstances time span of the claimed Force Majeure event.

## **19. SEVERABILITY**

19.1. If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, this will not affect:

19.1.1. the validity or enforceability in that jurisdiction of any other provision of this Agreement;  
or

29.1.1. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## **20. CUSTOM SUPPORT**

20.1 Support is provided 24 hours per day, 7 days per week, regardless of the pricing plan Your organization is on.

20.2 You may report errors or abnormal behavior of The Service by contacting Us via the platform's chat function or via email at [info@virtualaccelerate.com](mailto:info@virtualaccelerate.com).

20.3 You shall provide information and cooperation as reasonably required by Our customer support staff, in order to provide help in resolving Your issue with The Service. This includes, but is not limited to, providing the following information to Our customer support staff regarding errors or abnormal behavior:

21.3.0. aspects of the Service that are unavailable or not functioning correctly;

22.3.0. list of steps to reproduce the problem;

23.3.0. the wording of any error message returned by The Service;

24.3.0. impact of error or abnormal behavior;

25.3.0. additional relevant information that would help the Our customer support staff identify and/or resolve the problem.

20.4 Our customer support staff will try to reply to Your support requests as soon as possible. At times when there are a greater number of support requests, Our customer support staff shall assign a priority level to each of your inquiries and seek to provide responses within the target times below:

21.4.0. Priority 1 – operation of The Service is critically affected like not responding to requests, or displaying content for a large number of users. Target response time within 2 – 4 hours

22.4.0. Priority 2 – The Service is responding and functional but performance is degraded, and/or has a potentially severe impact on the operation of the Service for one or multiple users. Target response time within 4 – 8 hours

23.4.0. Priority 3 – Non-critical issues; questions about The Service, requests for help with program setup. Target response time within 10 – 24 hours

20.5. Response times are not guaranteed and may vary depending on support staff availability at the time of submission, as well as on the volume of tickets.

20.6 .We will have no obligation to provide support for problems that arise from:

21.6.0. Your use of The Service in a manner not authorized in the Agreement;

22.6.0. general Internet problems, force majeure events or other factors outside of Our reasonable control;

23.6.0. Your equipment, software, network connections or other infrastructure;

24.6.0. third-party systems, acts or omissions.

## **21. JURISDICTION**

21.1. This Agreement is governed by the laws of The Kyrgyz Republic. Any dispute that may arise in relation to this Agreement shall fall under the jurisdiction of The Kyrgyz Republic and shall be resolved within that jurisdiction.

## **22. ENTIRE AGREEMENT**

22.1. The Agreement includes the Terms of Service, as well as our Privacy Policy, Fair Use Policy, and Data Processing Agreement, in their entirety. This Agreement supersedes any prior oral or written agreements and/or negotiations.

**Last revision:** 23 February 2023