

01 **General provisions**

These Terms of Use of the qudearchitects.com website are an official document governing the relationship between the Website Owner and its Users regarding the rights and obligations when using the website and / or other services provided by the Website Owner, including all information, tools and services available to the User in the process of using the website, provided that the User accepts all the terms and conditions set forth here.

We strongly recommend that Users read these Terms in detail before using the website, its content, or other related products, since by starting to use the listed products, you confirm your consent to use the website on the terms set forth below. In the event that Users do not agree in whole or in part with these Terms, please stop / do not start using the website.

02 **Entire agreement and admissibility**

These Terms and any policies, including the Privacy Terms or operating rules posted on the website, constitute the entire agreement and understanding between the Website Owner and its Users with respect to their subject matter and supersede all prior or contemporaneous communications and suggestions, as oral, and in writing between the parties in respect of such subject matter. A printed version of these Terms of Use shall be admissible in legal or administrative proceedings based on or in connection with the use of the website to the same extent and under the same conditions as other business documents and records originally created and stored in printed form.

03 **Intellectual property rights**

All information on this website is the exclusive property of the website owner, its licensors or content providers, and is protected by copyright, trademark and other applicable laws. All texts, images, designs, graphics, designs, blueprints, diagrams, drawings, logos, symbols, signs, audio and video clips, downloads, interfaces, code and software, and other materials on this website are subject to copyright and other intellectual property, belong to the owner of the website or are included on the website with the permission of the respective owner. Trademarks and logos are registered trademarks and are protected by applicable law.

04 **Use of website materials**

Users are permitted to freely use the website to view and access all information posted on the website solely for their own personal use, subject to the restrictions set forth in this section and elsewhere in these terms and conditions. The author and other copyright holders have the exclusive right to grant other persons permission to use the work in any one or all known ways on the basis of an author's agreement. Protection of personal non-property and property rights of subjects of copyright and/or related rights is carried out in accordance with the procedure established by administrative, civil and criminal legislation.

Users are allowed:

— Use of information from the website for your own, non-commercial use.

No reproduction of any part of this website may be used, sold or distributed for commercial purposes, nor may it be modified or incorporated into any other work, publication, on another website or other source of information without the express written permission of the Owner website.

Nothing contained on this website should be construed as granting any license or right to use any trademark or information provided on this website. The use, as well as the misuse of the trademarks, or any other information posted on this website, except as provided in these Terms, is strictly prohibited.

Copyright and other intellectual property rights that belong to the Website Owner can be found on other websites and resources, in particular through the Media links posted on the website, since such media resources have already received permission from the Website Owner to use the intellectual property of its owners and in no way means that the property is open to the public and can be used without the permission of the Website Owner.

Users are prohibited from:

— Use the website and information from the website for any other purpose, including, but not limited to, republishing, duplicating, copying, distributing, displaying, publishing, reproducing, broadcasting, downloading, transmitting, selling, renting, licensing,

modifying, redesigning, reverse designing, or creating derivative works based on any materials, information, software, products, services obtained from the website;

- Use the contact information provided on the website for unauthorized purposes, including marketing;
- Edit or otherwise modify any materials on the website;
- Interrupt or attempt to interrupt the operation of the website in any way;
- Use the website in any way that interferes with the operation of the website, causes or may cause damage to the website or impair the availability of the website;
- Use the website in any way that is illegal, fraudulent, harmful, or associated with any illegal, fraudulent, harmful purpose or activity;
- Use any hardware or software designed to covertly intercept any data system or personal information from the website;
- Use the website to copy, store, post, transmit, send, use, publish or distribute any materials, including including computer viruses, spyware or malware;
- Carry out any systematic or automated data collection or extraction activities on or related to the website, including but not limited to data scraping or data mining, without the express written consent of the Website Owner.

05 Consequences

The Website Owner will actively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution for serious offences. If the Website Owner becomes aware that you have violated any of the terms and conditions contained in this legal statement, the website owner can immediately accept remedial action. Such measures include the right to send you letters of warning, and if a solution or agreement is not reached amicably, the dispute will be resolved in court. In the event that the Website Owner suffers damages as a result of your infringement, the Website Owner shall be entitled to indemnify the damages in its sole discretion, or by appropriate court order.

The Website Owner, in its sole discretion, reserves the right to restrict or terminate Users' access to the use of the Website at any time without prior notice. Restricting or terminating the User's access to the use of the website does not cancel or affect any other rights or remedies that the Website Owner may be entitled to at law or in equity.

06 Electronic communication

In connection with the use of the provided services, the Website Owner, or its authorized representatives, may electronically send to the User all communications, agreements, documents, receipts, notices and disclosures that relate to the provided service. Such messages may be delivered by e-mail or by means of communication at the User's option.

07 Presented information

The materials and information contained on the website are provided for general information and interests only, are intended to highlight design services and demonstrate possible results in the form of design Projects. The website owner does not guarantee that as a result of cooperation the User will be able to use the same Projects presented on the website, given that some of them are for commercial purposes and may become the distinguishing feature of a company. In such a case, the design is part of the business model and its use by another company is defined as unfair competition.

The owner of the website endeavors to ensure that the information contained on the website is accurate and up-to-date, but cannot be held responsible for any inaccuracies in the information. As a result, the Website User should not rely on this information and is advised to seek additional advice or seek additional guidance before taking any action based on the information contained in this website.

08 Links to third party websites

This website may contain links to other websites, some of which are operated by affiliates of the Website Owner and others of which are operated by third parties. These links are provided as a convenience and as an additional way to access the information they contain. The owner of this website is not responsible for any information contained on other sites, or for any products or services that may be offered on other sites.

09 Applicable law and jurisdiction

This website has been developed in compliance with the laws of Ukraine. The applicable laws of Ukraine shall govern these Terms of Use and the User of this website irrevocably consents to the exclusive jurisdiction of the courts located in Ukraine for any action arising out of or in connection with these Terms of Use. The website may be accessed from any jurisdiction in the world and there is no practical possibility for the Owner of this website to prevent such access. If any material on this website or use of the website is contrary to the laws of the place where the User is located, it is recommended to stop / not start using this website. The user is responsible for familiarizing himself with the laws of his jurisdiction and complying with them.

10 Warranties and *disclaimers*

The use of the website is associated solely with the risk to the User. The owner of the website is not responsible for the inaccuracy or incompleteness of the information on the website. The user can rely on the materials of the website at his own risk. The user agrees that he is responsible for monitoring any changes to the materials and information contained on the website. This website is provided to the User on an "as is" and "as available" basis. Therefore, the Website Owner makes no warranties, express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose). Such warranties include, but are not limited to, any representation that the materials on the website are complete, accurate, reliable, timely, and do not infringe the rights of third parties; that access to the website is uninterrupted or error-free; that the website is secure; or that any advice or opinion obtained through the website is accurate or safe. Any such representations or warranties regarding them are expressly disclaimed.

The Website Owner and any other parties involved in the creation, production or delivery of this website on behalf of the Website Owner are not responsible for: maintaining the materials and services available on the website, providing any corrections, updates or releases in connection therewith. Any material on this website is subject to change without notice.

The Website Owner and any other parties involved in the creation, production or delivery of the website on behalf of the Website Owner shall not be liable for any: direct, indirect, incidental damages/costs, or liabilities that may arise as a result of:

- access, use and / or inability to use the website;
- changes in the content of this website or any other website accessed via a link from this website;
- any action that the Website Owner takes or fails to take as a result of any email messages sent by the User.

11 Indemnification

If the Website Owner is sued because of what the User has done, then the User agrees to defend the Website Owner and pay damages. The User agrees to defend the Website Owner and its employees, as well as to hold harmless from any legal claims and/or demands, including attorneys' fees, that may arise as a result of the actions of the User, use/misuse of the Service, or violation by the User of the Terms of Use.

The Website Owner reserves the right to exercise its own legal defense as it sees fit, including cases where the User releases the Website Owner from liability. Therefore, the User agrees to cooperate with the Website Owner to implement such a protection strategy.

12 Terms of use *changes*

The Website Owner reserves the right, in its sole discretion, to change, modify, add or remove any part of these Terms of Use, in whole or in part, at any time by posting the revised terms on the website. It is the User's responsibility to check periodically for any changes that are made to the Terms of Use. The User's continued use of the website following any changes to the Terms of Use or other policies means that the User accepts those changes. If the Terms of Use are amended, the amended terms will take effect immediately upon their posting on the website.

13 Headings

The provision headings are for convenience only and should not be used to limit or interpret any provision of these Terms of Use.

14 Severability

If any provision of these Terms of Use is determined to be illegal, invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect, binding and enforceable.

15 **Feedback**

If the User has any questions regarding these Terms of Use, the operation of the website or interaction with the website, the User may contact the Website Owner, by email: qudearchitects@gmail.com