**USER AGREEMENT**

mun. Chisinau

15.03.2023

This User Agreement (hereinafter referred to as the Agreement) refers to the platform of the Internet resource (Program) "LIVING BOOKS" located at www.living-books.org and related subdomains, regulates the relationships between Creative Digital Enterprise S.R.L. and the User of this Program.

1. **Definitions**

1.1. CDE — “Creative Digital Enterprise “S.R.L. IDNO: 1022600051549 Address: MD-2001, Moldova.

1.2. **Administration** – authorized employees to manage the program acting on behalf of CDE.

1.3. **The program** is a computer program "LIVING BOOKS" – an interactive educational online platform with a set of accompanying exercises. It represents a set of data, commands and audio-visual displays.

Access to the Program is accomplished remotely at: www.living-books.org

1.4. **User** — a person who has received the right to use the program in accordance with this Agreement, and who has created a Profile, and has accepted the terms of this agreement. The Program users are parents as well as students; full and unconditional consent is provided by the parents of the students for the processing of personal data and their use of the Program.

1.5. **Profile** — a User account containing data about them and having a set of access rights to the Program.

1.6**. A student** is a minor who has access to the Program and the possibility of using it as a result of providing information about them by their Parent or another legally-authorized person;

1.7. **Parent** — an individual who provides access to the Program for the purpose of assisting the Student in gaining access to the Program, as well as obtaining information about the results of the Student's use of the Program. For the purposes of this Agreement, a Parent means a legal representative of a Student (a parent, guardian or trustee of a minor who acts on their behalf and in their interests);

**2. Subject of the agreement**

2.1 CDE grants the User, on a paid basis, the right to use the functionality of the Program. CDE grants the User remote access to the functionality via an Internet network, ensuring the necessary level of security access and performing the necessary technical maintenance interruptions.

2.2. The subject of this agreement is to provide the User with the right to use the Program within the limits determined by this Agreement subject to payment. CDE provides the User with the right to access the Program remotely via the Internet with the necessary level of access security and maintenance breaks.

2.3 This Agreement between the User and CDE shall commence from the moment of registration in the Program. Ticking the box "I accept the terms of the User Agreement" and then clicking the "Register" button indicates the full and unconditional consent of the User with this Agreement

2.4 The Administration reserves the right to make changes and/or additions to this Agreement at any time, without notice to the User. The user independently tracks changes in the Agreement and gets acquainted with the current version of the Agreement. The continued use of the Program by the User after any changes and/or additions to the Agreement is the consent of the User with all changes and additions. If the User does not agree with the terms of this Agreement, the use of the Program must be immediately terminated.

**3. Access to the Software**

3.1. To access the Program, the User registers a Profile in the Program.

3.2 When registering the Parent's profile, the Parent provides the following information: name, contact details (e-mail). By providing CDE with the Student's personal data, the Parent provides CDE with unconditional consent to the processing of the Student's personal data and use of the Program, acting as their legal representative. In so doing, the Parent voluntarily confirms and agrees that they are acquainted with and fully agree to the processing and storage of personal data.

• During the registration of a "Student" Profile, the Parent or the Student, with the Parent's consent, provides the following information: last name, first name, date of birth, and information about the Student

The Parent confirms that in the case of the Student's self-registration in the Program, the Parent has read and agreed to the terms of processing and storage of personal data, as well as the terms of this Agreement, and that the Student is registered only after the unconditional approval of these actions by the Parent.

• After registration and confirmation of the User's email, a letter is sent to the specified email address, informing the User about granting access to the program.

• Access to the paid content is provided immediately after payment. An email is sent to the User's email address, granting access.

3.4 The User gives CDE their consent to the processing of the information they provide and their personal data for the purposes set out in this Agreement.

3.5 The user is fully responsible for the security of the selected user name and password, in particular, for the lack of access to them by third parties. All actions in the Program, performed under the user's profile, are considered to be performed by the User.

3.6. The User undertakes to use the Program only for personal, non-commercial purposes in accordance with the terms of this Agreement.

**4. Rights and Obligations of the Parties**

4.1. CDE provides users with the use rights and access to the Program remotely via the Internet, with the necessary level of security of access and maintenance breaks.

4.2. The User agrees to immediately notify the CDE of any security breach related to accessing the system made using the User's login and password without their knowledge and consent. CDE accepts no liability for any consequences of a security breach, including loss or damage of data caused by third party access to the Program using the User’s login and password.

4.3. CDE is not responsible for the loss of access information to the Program due to the User's fault, as well as for any consequences that may arise as a result of this.

4.4. The User agrees that CDE has the right, at its sole discretion and without prior or subsequent notice to the User and without explanation, to block access to the Program or take any other action in relation to a User who violates the terms of this Agreement or the norms of applicable legislation.

4.5 Parents hereby agree, represent and guarantee that all actions taken by the child while using the Program will be pre-approved and monitored by Parents. All actions taken by the Student create rights and responsibilities for their Parents, who are their legal representatives.

4.6. The program may use a system of points and ratings to encourage the activity of Users. Users can collect points by answering questions and/or performing other actions using the functionality of the Program. CDE reserves the right to offer any additional functionality of the Program and/or other benefits to Users in exchange for points.

4.7. The User agrees that CDE has the right to place advertisements, announcements and other information at its discretion on the pages containing User Materials.

4.8 The User gives CDE their consent to the processing and storage of their personal data, including personal data of Students.

**5. Intellectual Property**

5.1 By using the Program, the User acknowledges and agrees that all materials in the Program, including images, programming code, logos, graphics, sounds and assignments are the Intellectual Property of CDE. The rights to the specified objects of CDE Intellectual Property are valid and protected in all forms and media, in relation to all technologies, both currently existing and created in the future.

5.2 The User hereby acknowledges that there is no transfer or assignment of rights in the Program or other intellectual property under this Agreement, and this Agreement shall not be construed as a sale and/or assignment of any rights in the Program or other intellectual property.

5.3. CDE reserves all rights to the Program and other intellectual property belonging to CDE, including, but not limited to, all copyrights, exclusive rights to trademarks, know-how, trade names, property rights, patents, software code, audio visual effects, themes, plots, artistic design, graphic images, sound effects, musical works, and tasks, both registered and unregistered, as well as all applications, additions, and modifications to them. The User is prohibited from copying, modifying, altering, deleting, supplementing, publishing, reproducing, or distributing in any way on any media, in whole or in part, creating derivative works, manufacturing, or selling products based on them, or otherwise using the intellectual property objects contained in the Program without the direct consent of CDE. All rights not expressly granted to the User within this Agreement are reserved by CDE.

**6. Prohibited use of the Program**

6.1. The User is prohibited from interfering with the operation of the Program in any way, including the creation, distribution or use of computer programs or other computer information intended for the unauthorised destruction, blocking, modification, copying of computer information or for the neutralisation of computer information security features, intended to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs (computer viruses), to allow unauthorized access, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to the Program, as well as posting links to the above information. A violation of this paragraph constitutes grounds for the CDE to unilaterally refuse to further perform.

 **7. Limitation of Liability**

7.1. CDE shall not be liable for direct or indirect financial or other losses of Users caused by temporary interruptions in the operation of the Program due to the following reasons: planned or unplanned technical and maintenance work, technical failures of Internet providers, computer networks, servers and other means, as well as unlawful actions of third parties, intentional or unintentional (including careless) actions of the User, and force majeure circumstances or incompatibility of the Program with the User's devices. At the same time, the CDE assumes the obligation to exert maximum efforts to restore the system's operability in the shortest possible time.

7.2 Under no circumstances will CDE be liable for any losses in excess of the actual price paid by the User for use of the Program.

**8. Guarantees**

8.1 Problems arising during installation and use of the Program (including compatibility problems with other software products, inconsistency of the results of using the Program with the User's expectations etc.) shall not be the responsibility of CDE. The Program is provided without any warranty, without providing technical specifications or any guarantees, and its use by the User is solely at their (User’s) own risk. The entire risk as to satisfactory quality and performance lies with the User.

CDE does not make, and hereby CDE expressly disclaims any express, implied or statutory warranties, including implied warranties of condition, uninterrupted use, data accuracy, achievement of certain results, merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third party rights, and warranties (if any) arising from customary course of dealing, usage or business practice, custom of trade.

CDE does not guarantee the absence of malfunctions when the User uses the Program; that the Program will meet the User's requirements, that the Program will operate in an uninterrupted or error-free manner, or that any errors in the Program will be corrected.

CDE does not guarantee the absence of malfunctions when the User uses the Program; that the Program will meet the User's requirements, that the Program will operate in an uninterrupted or error-free manner, or that any errors in the Program will be corrected. CDE does not provide guarantees of the applicability and permissibility of using the Program for Students. This decision is made independently by the Parents based on conducting a proper and complete audit of the Program and their own conviction.

• Payment Rules:

• Payment for the right to use the functionality can be made with a bank card. Online payment is carried out under conditions of maximum security using a payment card as a payment instrument, enabling online transactions.

 • The payment processor utilizes a secure system based on the latest version of the 3D-Secure security standard, which represents a new global approach to authenticating buyers in secure online transactions. This security measure involves redirecting the user to a secure "MAIB" bank page during the payment process, where authentication of each cardholder is performed by assigning a one-time code for each online transaction.

• To make a payment, you will need to enter your bank card details. The transmission of this information is done with strict adherence to all necessary security measures. The information is transmitted in encrypted form and is stored only on a specialized payment system server.

• The following data will be requested to process the payment:

• Card number (16 digits)

• Expiration date (month and year)

• CVC or CVV code (3 digits)

• Name and surname on the payment card

• All payments are processed in the national currency - MDL (Moldovan Leu). In case the transaction currency differs from the payment currency, the conversion of the transaction amount will be made at the card operation rate on the settlement day of the issuing bank.

**9. Refund Policy**

9.1 A refund (in full or in part) shall be made to the User in the following cases:

9.1.1. In case of poor-quality provision of the User with the right to use the functionality, if the User has made a claim, and such a claim has been satisfied by CDE.

9.1.2. In case of erroneous payment, if the User has sent a notice about the erroneous payment, the funds have been received in CDE's current account and the User has not started to use the functionality of the Program for its functional purpose after making the erroneous payment - the User receives a full refund.

9.1.3. In case of the User's refusal after the period specified in this section or in case of using the functionality according to its intended purpose at least once within 7 (seven) calendar days after payment for the corresponding paid period, no refund will be made.

9.1.4 The relevant period (the relevant paid period) within Appendix 2 means the period for which the User acquires the right to use the functionality in accordance with the information posted in the corresponding section of the Program (Appendix 1).

9.1.5. If the User refuses the right to use the functionality due to technical errors in the operation of the functionality caused by the faulty actions (inaction) of CDE, and if such errors have not been corrected within 30 (thirty) business days from the date of receipt of the User's request by CDE, the User is provided with a partial refund.

9.1.6. In case of unmotivated refusal of the User (lack of interest in further use of the functionality and for other reasons not provided by this Agreement) from the right to use the functionality within 7 (seven) calendar days after purchasing the right to use the functionality, if the User has never used the functionality for its functional purpose during this period, the User receives a full refund for the purchased right to use the functionality for the corresponding period of time.

If the User refuses after the expiration of the period specified in this paragraph or if the functionality is used for its functional purpose at least once within 7 (seven) calendar days after acquiring the right to use the functionality, the fee is non-refundable.

9.1.7 In order to return the funds, the User must send CDE a written notice of refusal to obtain the rights to use the functionality. The notification must contain the full name of the User, the name of the functionality, the request for a refund and the reason for such a request. Notice will be sent to the email address support@living-books.org.

• In case of payment by bank card, the refund of funds is only processed to the payment card that was used for the initial payment.

9.1.8 CDE processes the User's notification within 7 (seven) business days from the date of receipt of the notification of refusal by the User.

9.1.9. If CDE decides to refund, it shall refund the payment or part of the payment within seven (7) working days following such decision in the same manner and to the same account to which the User made the payment. Refunding in cash is not permitted. CDE is not responsible for delays in the transfer of money. The User understands that the timeframe for crediting funds may be extended based on the transfer terms of a specific bank.

9.1.10. In the case that there are no grounds for a refund, CDE shall notify the User within seven (7) working days of that decision via the same communication channel through which the notice of refusal was received from the User.

9.1.11. All User requests regarding refunds can be sent to the email address support@living-books.org.

 • Protection of Personal Data:

 • By using the website [www.living-books.org](http://www.living-books.org), you automatically agree to the collection and processing of personal data that is necessary for creating a User Profile.

 • Personal data is processed solely for lawful purposes, including the User Profile, Google analytics, cookie files, and notifications and news.

• All information containing personal data is stored and used only for the period necessary to achieve the purposes for which it was collected, in accordance with the provisions of Law No. 133/2011 on the protection of personal data of the Republic of Moldova.

 • We employ commercial security measures to prevent unauthorized access, maintain data accuracy, and ensure the proper use of information on the website. However, data transmission over the Internet or wireless network cannot be fully secure. Therefore, like other companies, we cannot guarantee the security of information provided by the User, and the User assumes this risk at their own discretion.

**10. Final provisions**

10.1. The CDE reserves the right to immediately or without prior warning restrict or block access to the Program or take other measures against the User who has breached the terms of this Agreement.

10.2. By registering the Profile for access to the Program, the User confirms his unconditional acceptance of all the provisions of the Agreement, as well as his compliance with all the conditions, reflected in the registration forms and necessary for the successful registration

10.3 This Agreement may be unilaterally terminated by the CDE if the User breaches its terms and conditions. In this case the User shall immediately terminate access to the Program.

10.4. Disputes between CDE and Users will be sought to be resolved through negotiations. The Party that has claims and/or disagreements sends a message to the other Party indicating the claims and/or disagreements that have arisen. The message is sent to the email address: for the User - to the email address specified during registration; for CDE - to the address support@living-books.org. If a response to the message is not received by the sending Party within 30 (thirty) working days from the date of sending the relevant message, or if the Parties do not reach an agreement on the claims and/or disagreements that have arisen, the dispute is subject to resolution in court at the location of CDE.

10.5. The relationship between the Parties under this Agreement is governed by the laws of the Republic of Moldova.

**Contact Information**

"Creative Digital Enterprise" S.R.L. IDNO: 1022600051549 Address: MD-2001, Moldova, mun. Chisinau.

Phone:

E-mail address:

**Annex 1**

**to the User Agreement**

 **"Rules for using the software"**

1. An action aimed at acquiring the right to use the functionality of the Software is considered to be the pressing of the "Pay" button (or any other similar functional button) under the corresponding description of the Software functionality and the payment of the Fee. After pressing the "Buy" or "Pay" button and paying the Fee, an agreement is concluded between CDE and the User to grant the right to use the functionality of the Software.

2 The payment of the fee for granting the right to use the functionality of the Software (hereinafter referred to as the "fee") is made by the User in cash in the currency, amount (at rates) and in the manner specified in the "Store" section of the program, the right to use which is granted to the User, and also in accordance with the provisions of this Agreement. The amount of the fee may be changed by CDE unilaterally at any time without prior notice to the User. The fee amount for the already acquired volume of rights to use the functionality of the Software is not revised.

3. The User understands that CDE may restrict or terminate access to the functionality of the Software, limit the ability to use it, due to their consumption and/or in connection with the expiration of the right to access such functionality of the Software, as well as for other reasons specified in this Annex, and this does not give the User grounds to demand a refund of the Fee paid for the rights to use such functionality of the Software.

4. The right to use the functionality of the Software is granted to Users exclusively for personal non-commercial use.

5. The right to use the functionality of the Software is granted to the User only for the functionality specified in the section of the Software (or payment section) dedicated to a particular functionality, feature, improvement, the right to which has been granted to the User. The rights to use each functionality are acquired and paid for separately from each other, except for special promotions, indications of which are available to the User explicitly when choosing the order and amount of payment for the specified section of the website.

6. The User hereby declares and warrants that they have read and agree that the fee is final and subject to return only in cases specified in this agreement.

7. The moment when the right to use the Functionality of the Program is granted is the moment when the fee is credited to the CDE settlement account.

8. The right to use the functionality of the Software is granted to the User for the term specified in the section of the Software dedicated to a particular functionality. The specific term of granting the right to use the functionality and the size of the Fee may be determined directly in a separate section of the Software dedicated to such functionality; the terms specified in such a section of the Software shall prevail over the terms of this Annex.

9. Non-cash payment is made with the participation of an authorized payment operator and is regulated by the rules of payment systems, banks, and other participants in settlements.

10. The User acknowledges that CDE assumes that any actions performed within the Software through their account, including non-cash payment using a card, are considered to be performed by the User.

11. The provision of the right to use the functionality of the Software for the term specified in the section of the Software (or payment section) dedicated to a particular functionality of the Software is made only on the condition of full payment. Until confirmation of payment is received, CDE has the right not to provide them to the User or provide them in a limited volume.

12. In the event that, as a result of a technical error or failure of the Software or any of its elements or deliberate actions of the User, access to the Software functionality was obtained without acquiring the right to use it in the manner prescribed by this Annex, the User undertakes to immediately notify CDE of this fact and pay CDE the fee or eliminate all consequences of unlawful use of the Software functionality. CDE has the right to independently eliminate such consequences without notifying the User.

13. Exclusive right to distribution of the Program functionality belongs to the CDE, due to which neither offers of third parties on provision of rights to use the Program Functionality shall be considered by the User as offers originated from the CDE. In case of disputable, unclear situations, or sending to the User any offers of third parties related to payment for the rights to use the Program Functionality, or posting such ads and offers on the Internet, with the exception of those posted on behalf of CDE on the website, the User is obliged to immediately notify this CDE.

If the User, in violation of this Agreement, has made a payment for the specified ad using the details specified in such an ad, the User's claims against CDE regarding the User's lack of access to the functionality of the Program are not accepted, and CDE does not compensate the User for the funds spent by the User during such circumstances.

14. CDE has the right to unilaterally suspend the use of the Program Functionality by the User in case of violations of the Agreement and/or legislation of the Republic of Moldova by the User, as well as in cases when the legislation of the Republic of Moldova changes preventing the right to use the Program Functionality and according to requirements of regulatory state authorities.

15. CDE engages third parties (Payment systems and other participants in the settlement procedure) to implement any functionality of the Program without notification and/or consent of the User.

16. The User independently tracks the payment.

17. The User has the right to use any functionality of the Program, within the limits of the paid.

18. The User who acquires the rights to use the functionality of the Program is obliged to use them in accordance with the intended purpose of their use and is obliged to comply with the legislation of the Republic of Moldova.

19. The User shall independently and at his own expense bear all costs associated with the transfer of funds, CDE, including fees, commissions and other types of payments.

20.Payment of the Remuneration may be made by one of the following persons:

1. Fully capable User - independently on his own behalf;

2. Incapable or partially capable Users with the consent of their legal representative;

3. A third party, to whom the User has delegated the performance of the financial obligation.

21. Payment may be made with the involvement of electronic payment system providers listed on the payment page.

22. Payment obligations are considered fulfilled upon successful authorization of the payment by the electronic payment system provider.

23. The Administrator does not control the hardware and software complex of payment system providers and is not responsible for errors in such hardware and technical complex. If, as a result of such errors, the User's funds have been debited but the payment has not been authorized by the provider, the obligation to refund the User's funds lies with the electronic payment system provider.

24. The User is solely responsible for the correctness of the payments they make.

25. The User guarantees to CDE that they have the right to use the functionality of the Program and the payment methods chosen by them without violating the legislation of the Republic of Moldova. CDE is not responsible for any damage to third parties caused by the User's use of payment means not belonging to them.

26. CDE is not responsible for any possible unlawful actions of the User when exercising their rights to use the functionality of the Program. CDE reserves the right to unilaterally suspend or terminate the provision of the Program functionality to the User if there is a suspicion of the User committing illegal actions until the circumstances are clarified.

27. CDE is not responsible for the User's correct execution of the conditions for making payments for the right to use the functionality of the Program, including any financial losses occurring due to circumstances beyond CDE's control.

28. CDE does not refund the User's funds if the User's actions, violating the Agreement, led to the termination of the right to use the Program's functionality, or if the provision of the Program's functionality became impossible due to the User's fault.

29. CDE is not responsible for the inability to provide the Program's functionality to the User for any reasons beyond its control, including communication line disruptions, equipment malfunctions, non-fulfilment of obligations by suppliers of various services, etc. CDE is not responsible for third parties' non-fulfilment of their obligations to Users.

30. CDE is not responsible for any indirect losses and/or lost profits of the User and/or third parties caused by circumstances beyond CDE's control, including the inability to foresee such losses and/or lost profits.

31. The total liability of CDE within the scope of providing the right to use the Program's functionality is limited to the amount of the compensation in any case.

32. Without contradicting the above, CDE is relieved of liability for violating the Agreement's terms if such violation is caused by force majeure circumstances, including: actions of state authorities, fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil unrest, riots, any other circumstances not limited to those listed, which may affect the provision of the Program's functionality.

33. The User bears sole responsibility for using the Program's functionality towards CDE and any third parties.

34. All Users' wishes regarding the provision of the Program's functionality, CDE's operation, and any other correspondence should be sent to the email address support@living-books.org

35. Appendix 1 is an integral part of the User Agreement. In everything not regulated by Appendix 1, the parties will be guided by the User Agreement.