



Terms & Conditions

Effective date:

25.03.2024

Welcome!

Cases Ukraine Limited Liability Company (“**CASES**” or “**We**”) have created these Terms & Conditions to ensure that any adult individual and/or legal entity (“**You**” and “**User**”) using the Site understand how We provide the Site and Services.

These Terms & Conditions consist of the following sections:

Main part

- I. [Who We Are](#) — In this section, you can find information about our company and our hosting provider.
- II. [Terminology We Use](#) — Here, you can learn about the terms used in these Terms & Conditions.
- III. [Available Services from CASES](#) — In this section, You can read about Services provided by CASES, their quality, etc.
- IV. [Account Registration Process](#) — In this section, You can read which accounts You can create on the Site.
- V. [Service Costs and Payment Methods](#) — In this section, You can read about the cost of the Services, and how You can pay for them and receive a refund.
- VI. [Confirmation of Service Provision](#) — In this section, You can read about how We issue invoices for the User.
- VII. [Content Moderation Policies](#) — In this section, You can read about which rules apply to User-Generated Content and how We moderate this type of content.
- VIII. [Additional Rights and Obligations](#) — In this section, You can read about other rules for using the Site.

- IX. [Agreement Duration and Termination Procedures](#) — In this section, You can read information about the term of validity and how We can terminate the Agreement.
- X. [Related Documents Governing Your Relationship with Us](#) — In this section, You can read information about how You can access other documents that govern Our relationships.
- XI. [Inquiry and Complaint Procedures](#) — In this section, You can read information about how You can ask CASES any questions or make a complaint.

Secondary part

- XII. [Intellectual property rights](#) — In this section, You can read about the End-User License Agreement, User-Generated Content License, and the requirement to stop violating Third-Party Intellectual Property Rights.
- XIII. [When do We limit the liability](#) — In this section, You can read about the limitation of liability of CASES.
- XIV. [What limitations apply to Our guarantees](#) — In this section, You can read about the limitations of guarantees that apply to the Site and Services.
- XV. [Governing Law](#) — In this section, You can read about which law governs Your relationship with Us.
- XVI. [Dispute Resolution](#) — In this section, You can read about how disputes are resolved under this Agreement.
- XVII. [What other provisions apply to Our relationships](#) — In this section, You can read about other provisions that apply to this Agreement, such as changes, severability, etc.

We will now provide detailed information about each section.

Main part

I. Who We Are

Our company “Cases Ukraine” LLC has the legal address 01133, Kyiv, Lesi Ukrainki Boulevard, building 19, apt. 37. Our Unified State Register code (USR) is 45332483. Our website: <https://cases.media/>. Our email: team@cases.media.

Our hosting provider, Digital Ocean LLC, has a legal address at 101 Avenue of the Americas, 2nd Floor New York, NY 10013. Website: <https://www.digitalocean.com/>. Email: support@DigitalOcean.com.

II. Terminology We Use

- a. **Account:** User profile that allows individuals and businesses to access and use the features and Services provided by CASES. Having an Account on

the Site can provide several benefits, such as saving preferences and settings, making purchases, interacting with other users, and accessing exclusive content or features.

- b. **Business address:** The address of the actual location of the office of the company.
- c. **Company number:** Any alphanumeric code obtained by a legal person after registration.
- d. **Hosting Provider:** The individual or legal person, who provides services or resources for placing websites on a server that constantly has access to the network.
- e. **ICO Registration Code:** An alphanumeric identifier issued by the ICO upon registration of a company that automatically processes personal data.
- f. **Legal Address:** The address of registration of the legal person.
- g. **Moderation:** The process of monitoring and regulating user-generated content on the Site. The goal of content moderation is to maintain a safe, legal, respectful, and productive online community by removing harmful or inappropriate content, such as hate speech, bullying, harassment, graphic violence, copyright-violated content, and other inappropriate content.
- h. **Parties:** When CASES and the User are mentioned together.
- i. **Third-Party.** Any person, except CASES and the User.
- j. **Services.** All services provided by CASES to the User, clarified in section III of this Agreement or in any other part.
- k. **User-Generated Content.** Any content that is created and submitted by users of the Site. This content can include text, images, videos, reviews, comments, and other forms of media that are shared publicly or within a specific community.
- l. **Site:** A group of web pages created with HTML, CSS, JavaScript, and other programming languages accessible via the Internet. In our case, <https://cases.media/>

III. Available Services from CASES

CASES provides the Services to the User through the Site. The User may receive the Services with or without an Account. There are two types of Accounts, namely the Basic Account and the Organization (Company) Account.

The Services may include reviewing information, setting up accounts, publishing news, case studies, articles, etc.

CASES guarantees that the Services will be of high quality and provided at a professional level following industry standards. The Services will be available 24 hours a day, 7 days a week, except in the event of maintenance or system failures.

- Occasionally, CASES may add new functionality to the Site and new Services.
 - a. **Service for the User without an Account.** This type of User can:
 - Visit, and get familiar with the information on the Site, without the need for registration;
 - Sign up for marketing newsletters and any other communications about CASES and the Site;
 - Contact the support service through all available channels;
 - Register a Basic Account;
 - Use other available functionality of the Site.
 - b. **Service for the User with a Basic Account.** This type of User can:
 - Customize profile and interests settings;
 - Publish cases, and articles;
 - Leave comments and ratings;
 - Take training courses;
 - Post your resumes in the system;
 - Interact with job listings;
 - Pay for the Services;
 - Use other functionality of the Site.
 - c. **Service for the User with Organization (Company) Account.** This type of User can:
 - Customize profile;
 - Publish news, cases, and articles;
 - Publish job listings and receive feedback from CASES users;
 - Pay for the Services;
 - Place ads on the Site and social networks of CASES;
 - Use other functionality of the Site.

- d. **Special Services.** The CASES may provide special services to the User such as consultations on interaction with the Site and its algorithms, filling the account with content, etc. The provision of such services may be governed by a separate agreement between CASES and the User.
- e. **Moment of provision of the Services.** The Services and Site will be available 24 hours a day, 7 days a week, except in the event of maintenance or system failure. CASES shall use reasonable efforts to provide uninterrupted and error-free Services and the Site.
- f. **Quality of the Services.** CASES warrants that all Services and the Site will be provided professionally following industry standards. CASES shall use reasonable efforts to ensure that all Services are provided in a timely and efficient manner and that all deliverables are free from material defects.
- g. **Other services.** Occasionally, CASES may add new functionality, which will be specified on the Site. The User can also use various functions available on the Site.

IV. Account Registration Process

The User may access limited functionality of the Site and Services without registering an Account. However, a significant part of the functionality of the Site and Services will be available only after registering an Account.

- When registering an Account, the User shall provide accurate information, create a unique password, and agree to the terms of this Agreement.
 - a. **The User without an Account.** The User can use the Site free of charge without registration, but he/she has access to the limited functionality of the Site and will not be able to access most of the Services that require an account.
 - b. **Acceptance of Agreement by the User without an Account.** The User without an Account warrants that he reads, understands, and agrees with the terms of this Agreement by using the Site.
 - c. **Accounts.** The User without an Account can register free or paid versions of two types of accounts: a «**Basic Account**» and an «**Organization (Company) Account**». The Basic Account is designed for individuals, while the Organization (Company) Account is for private entrepreneurs and legal entities.
 - d. **Account Registration.** To register an Account, the User must provide all the required information requested on the Site. Your Account will be registered instantly upon completion of the registration process.
 - e. **Accurate information.** When creating an Account on the Site, the User must provide true and accurate information. You must not create an account on

behalf of another individual or legal entity without their consent. You also agree to update this information promptly in the event of any changes.

- f. **Acceptance of Agreement by the User with the Account.** By registering an Account, the User warrants that he/she has read, understood, and agrees with the terms of this Agreement by checking the appropriate checkbox during the registration.
- g. **Confirmation of Agreement Conclusion.** After registering an Account, the User may receive an email from CASES with links to the main documents that govern our relationship with him, which will be a confirmation of the Agreement Conclusion. In case such an email isn't received within one hour, please notify Us using the contact information specified in Section XI so that we may resend the specified email.
- h. **Additional information for registration.** CASES may request additional information to verify Your identity or verify Your business. If You refuse to provide this information, CASES may block Your account.
- i. **Account deletion by CASES.** CASES has the right to delete the User's account if it is not used by the User within 12 calendar months.
- j. **Creation of a unique password.** When registering through the Site, the User is required to enter a unique password. At the same time, the User is fully responsible for the reliability of the password provided and the protection of the account.
- k. **Third-party access to the User's Account.** If a Third Party gains access to the User's Account, the User is obliged to immediately notify CASES to take appropriate measures, provided that the User can confirm the legitimacy of the account belonging to such a specific User.

V. Service Costs and Payment Methods

The User agrees to pay for Services at the price, currency, and through payment methods specified on the Site, subject to possible changes.

- Erroneous payments due to incorrect payment information are the User's responsibility. Requests for refunds must be made within 14 calendar days of payment.
 - a. **Price and Currency:** Making a purchase indicates an agreement to pay the designated price in the specified currency displayed on the Site at the time of purchase. We reserve the right to change these without prior notice, but such changes won't affect previous purchases.
 - b. **Payment Models:** CASES provides two payment models — **subscription and one-time payments** — though some Services may only offer one payment model, with the specifics detailed on respective Site pages.

Subscription charges occur automatically based on the chosen recurring period. We may send You a subscription notification. The User may cancel the subscription at any time. One-time payments are charged in full at the time of purchase.

- c. **Payment Methods:** We accept payment by credit and debit cards via payment provider Liq Pay and other payment providers available on the Site. When paying by card, you will be required to provide the necessary card details at the time of purchase. However, if you want to pay via a bank transfer, you will be provided with the necessary payment details at the time of purchase. Payment providers may charge additional fees.
- d. **Payment Information Security:** The User's payment information is stored and processed in compliance with all necessary security measures on the side of the LiqPay payment service and other services available on the Site. CASES accesses payment details only through copies of individual payment service notifications.
- e. **Warranties on Payment Information.** By submitting payment information, the User guarantees that all payment details provided are true, accurate, and complete and that the User is the authorized account holder or an authorized user of the payment method used.
- f. **Mispayment Responsibility:** We aren't liable for mispayments due to incorrect information or unauthorized payment methods provided by the User.
- g. **Securing a discounted subscription rate.** Subscription prices may occasionally rise. For users who have previously secured a subscription at a lower price than the current rate, we will preserve this lower price as a discounted rate. This discounted rate may be revoked if the subscription has been inactive for more than 90 days cumulatively within a year from when it was first applied (but not before April 1, 2024). After the completion of the year, the cycle repeats.
- h. **Refund Policy:** If unsatisfied (applicable to individuals only), You may cancel and receive a full refund within 14 days of payment. To request a refund, contact us in writing with proof of payment. Refunds will be processed within 14 calendar days upon receipt of your request.

VI. Confirmation of Service Provision

- Confirmation of proper provision of Services for individuals is a notification of successful payment from the payment service and for legal entities and individual entrepreneurs — signing the Act of Acceptance and Transfer of provided services within the defined period. If not done, the services are considered accepted by the User.

- - a. **Confirmation of Services provided to individuals.** Notifications from Users (individuals) about successful payments from the payment service are documents confirming payments for CASES Services.
 - b. **Confirmation of Services provided to other Users.** Signing the Act of Acceptance and Transfer of provided services between CASES and legal entities and individual entrepreneurs is a confirmation of the quality provision of Services, their acceptance and payment by Users, as well as the absence of claims between each other.
 - c. **Signing the Act of Acceptance and Transfer.** CASES and the User sign the Act of Acceptance and Transfer of provided services in the following manner:
 - CASES creates the Act of Acceptance and Transfer of provided services in electronic form in one copy and sends it to the User's email address specified in the Account.
 - Within 10 business days, the User must sign the Act of Acceptance and Transfer of provided services in electronic form and send it to CASES. In case of refusal to sign the Act of Acceptance and Transfer of provided services within the established period, in the absence of justified refusal, CASES will consider the services accepted by the User.

VII. Content Moderation Policies

The User is prohibited from publishing illegal content, infringing copyrights, or intellectual property rights, disseminating false information or insulting other Users based on individual characteristics.

The Site also prohibits the posting of content that is harmful to the physical, mental, or moral development of children. Users may report such content, and CASES may impose sanctions on violators.

- CASES reserves the right to restrict or block the Accounts of those Users who post prohibited content, and Users may appeal to the support service if they disagree with CASES' decision.
 - a. **Type of moderation.** We constantly monitor content before and after publication by Our moderators and automatic algorithms.
 - b. **Prohibited content.** Users must not publish certain types of content and do some things, such as:
 - Illegal content, such as content containing violence, sexual violence, animal abuse, illegal drug sales, weapons, and other prohibited goods and services. Users can post regulated goods and services only if they have a respectful license or permission for it;
 - Content that infringes on copyrights or other intellectual property rights;

- False information, misinformation, and fake news;
 - Content that offends other users or groups of users based on race, gender, sexual orientation, religion, nationality, or other personal characteristics;
 - Using the Site for fraudulent activities or attempting to access other users' accounts;
 - Posting the personal information of other users without their explicit consent is prohibited;
 - Propaganda or calls for terrorism and terrorist acts, as well as information that justifies or approves such actions, are prohibited;
 - Promotion of the use of narcotic drugs, and psychotropic substances;
 - Propaganda of cruelty to animals;
 - Instructions or advice on the manufacture, purchase, or use of explosive, narcotic or psychotropic substances;
 - Information related to gambling, online or offline casinos. According to this agreement, such information includes case studies, news, articles, and materials on designing projects associated with the topic of gambling, as well as materials related to charitable activities or corporate social responsibility of organizations within the gambling industry. Job postings from organizations participating in the gambling industry will also not be published on the platform.
- c. **Prohibited content for children.** Users must not publish certain types of content and do some things, that can harm the physical, mental, or moral development of children, such as:
- An excessive focus on violence, namely the dissemination of statements or images of violence that are not justified or are excessive in the context of the relevant program or publication;
 - A positive assessment of inflicting, causing self-mutilation or committing suicide, inciting such actions, excessive and unfounded detailing of the means and circumstances of suicide;
 - Demonstration of cruelty to animals, methods of killing animals, demonstration of a close-up of a dying or brutally mutilated animal, except when such demonstration is necessary to popularize humane treatment of animals, provided viewers are warned about scenes of cruelty;
 - Positive assessment of vandalism;
 - Positive assessment of a criminal act or idealization of a criminal, excessively detailed modelling of criminal acts and/or demonstration of actions, the reproduction of which by children may be dangerous for their health and life;
 - A positive assessment of dependence on narcotic, toxic, psychotropic substances, tobacco, or alcohol, as well as on other substances that are

- used or may be used for the purpose of intoxicating, encouraging their use, production, distribution, or acquisition, except for works of art;
- Obscene expressions, words, obscene gestures, except for cases of use in works of art or reproduction in messages about the news of the day or current events, which have the nature of ordinary press information;
 - Appeals to play gambling, encouragement to participate in gambling, except for cases provided for by the laws;
 - Close-up demonstration of the body of a dead, dying, or brutally mutilated person, except when such demonstration is necessary for identification of the person, provided viewers are warned about scenes of cruelty.
- d. **Complaints from the User.** Any User can report another User's content. If CASES considers that this User violates the content moderation rules, CASES may apply sanctions to such User.
- e. **Sanctions.** CASES reserves the right to consider each case of violation of the moderation rules individually and apply appropriate measures to violators, including account limitations or blocks. Also, CASES may report such violations to the respective government bodies and authorities.
- f. **Appeal on CASES' decision.** If you disagree with CASES' decision, you can file a complaint via the support service within 10 calendar days from the date of the decision. If the support service does not address Your request, the decision of CASES remains final and cannot be appealed.

VIII. Additional Rights and Obligations

The User shall use the Site and any related Services in a legal, ethical, and respectful manner, in compliance with all applicable laws and regulations.

The User is authorized to create only one Account and it may not be transferred or used for fraudulent activities or to access the Accounts of other Users.

CASES may engage subcontractors and partners to provide the Services without the additional consent of the User, distribute advertisements, hold contests and promotions, send notifications to the User, etc.

Fair use of the moderation rules includes the refusal to disseminate false information, use moderation for personal purposes, file false complaints, or post content that violates the rules on other platforms concerning the Site.

- a. **Advertisement.** CASES has the right to distribute any advertisement using the Site.
- b. **Behave yourself.** The User agrees to use the Site and any related Services only in a manner that is lawful, ethical, and with respect for others. You agree not to use the Site or any associated services to engage in any

discriminatory behavior, harassing, defamatory, obscene, offensive, or otherwise objectionable, whether in person, in writing, or online.

- c. **Compliance with the law.** The User must follow all the laws and rules that apply to his use of the Site and the Services. He/she is responsible for making sure that he/she doesn't break any laws when he uses the Site and Services. CASES might check to see if he is following the laws, just to make sure.
- d. **Contest, sweepstakes, and competition.** CASES has the right to hold contests, sweepstakes, and competitions under the conditions specified on the Site, social networks, and messengers of CASES and Its partners.
- e. **Promotions and Discounts.** CASES has the right to hold promotions and provide discounts to the User under the conditions specified on the Site, social networks, and messengers of CASES and Its partners.
- f. **Notification.** CASES has the right to send any electronic notifications, including advertising, to the User, if:
 - The User gave his consent using a special check-box;
 - The User subscribed to CASES' mailing list;
 - The User has already used the Services of CASES and CASES sends him/her an advertising notification with the subsequent opportunity to refuse such mailing in the notification itself;
 - CASES sends a technical notification to the User.
- g. **Only one account is allowed.** You may create only one Site account. If You create more than one account, CASES reserves the right to delete all Your accounts without loss.
- h. **Prohibition of account transferring.** You agree not to transfer Your Site's account to any other person or entity, and not to attempt to sell, trade, rent, or lease Your Site account without the prior written consent of CASES.
- i. **Prohibition of fraudulent activities.** Using the Site for fraudulent activities or attempting to access other Users' accounts is prohibited. It is forbidden to use any methods, including, but not limited to automatic systems, for posting, commenting, or rating content to circumvent moderation rules and create fake activity on the Account.
- j. **Subcontractors and third-party services.** CASES may engage contractors, subcontractors, and partners to perform this Agreement, without additional consent of the User.
- k. **Fair use of moderation rules.**

- It is forbidden to create or spread false information about content moderation or platform management;
 - Users should not use content moderation as a means of expressing personal animosity, revenge, or other personal motives;
 - Users must not abuse the right to complain by making false or misleading complaints about content that does not violate moderation provisions;
 - Users must not post or distribute content that violates moderation rules on other platforms or social networks by linking to the Site.
- 1. **External Links:** Links from the Site to external websites are provided for informational purposes only. CASES does not control these sites or their contents and is not liable for any loss incurred through their use.

IX. Agreement Duration and Termination Procedures

The Agreement shall enter into force on the date of its conclusion and shall remain in force until its termination or termination by any Party. The date of the Agreement is the date of the User's acceptance of the terms of this Agreement.

CASES has the right to terminate the Agreement unilaterally if the User violates any of its terms, and the User may terminate the Agreement by notifying CASES Support or by stopping using the Site.

CASES may change the Agreement at any time without the User's consent, and any changes will be indicated by a change in the Effective Date.

- a. **Term of validity of the Agreement:** This Agreement becomes effective for a specific User from the date of its conclusion, as indicated above. This Agreement is valid until terminated by either Party. The current version of the Agreement is open for acceptance from the Effective date.
- b. **Termination of the Agreement by mutual consent of the Parties:** In this case, the Party intending to terminate the Agreement must notify the other Party in writing via email.
- c. **Termination of the Agreement by CASES.** CASES reserves the right to unilaterally terminate this Agreement if the User violates any terms, to prevent fraudulent, unlawful, or abusive activities, or to prevent or stop harm or damage to Us, other Users of the Site, or the general public. CASES will inform the User of the termination and reasons by sending a message to the User's email and/or a message on the Site. The Agreement ends from the date of sending the notice. In this case, the User does not have the right to re-enter this Agreement or use the Site, except for accessing the Site for support service or receiving messages.

- d. **Termination of the Agreement by the User.** The User has the right to unilaterally terminate this Agreement by notifying CASES' support service and/or by sending a message to CASES' email address specified on the Site. The User also has the right at any time to stop using the Site and delete the Account. The Agreement ends from the date of receipt of the notice.
- e. **Changes to the terms of the Agreement.** CASES reserves the right to change the Agreement, the Site, and the Services at any time without prior approval from the User. Amendments are indicated by changing the Effective date. By continuing to use the Site and Services, the User grants consent to the changes in the Agreement, the Site, and the Services.

X. Related Documents Governing Your Relationship with Us

- a. **Privacy Notice:** Describes how CASES processes Your personal data. You may read the full version of the [Privacy Notice](#).
- b. **Cookie Notice.** Describes how CASES processes your personal data using cookies and similar technologies. You may read the full version of the [Cookie Notice](#).
- c. **Integral Parts.** The Privacy Notice and Cookie Notice form integral parts of the Agreement.

XI. Inquiry and Complaint Procedures

- a. **Contact CASES.** You can ask us any question about this Agreement or make a complaint through the following channels of communication:
 - Customer Support via Telegram: https://t.me/cases_community_support
 - Facebook: <https://m.me/casesmedia>
 - E-mail: team@cases.media
- b. **Answer.** We will give you an answer as soon as possible, but no later than 3 business days.

Secondary part

XII. Intellectual property rights

CASES grants the User a non-exclusive license to use the Site and its Services but does not transfer any exclusive intellectual property rights to the User.

The User grants CASES a non-exclusive license to use the content created on the Site or during the use of the Services. CASES reserves the right to remove any content that violates the terms of the Agreement.

You may notify CASES through a specified procedure if you suspect any infringement of copyright or related rights by third parties on the Site.

a. End-user License Agreement:

- **License:** CASES grants the User a personal, limited, revocable, non-exclusive, non-transferable worldwide license, during the term of this Agreement, to use the Site, including the rights to display, view, visit, and utilize its functions.
- **Ownership of Exclusive Property Rights:** All exclusive property rights to the Site, databases, data, trademarks, industrial designs, patents for inventions and utility models, and goodwill belong to CASES, unless stated otherwise.
- **Non-Transfer of Exclusive Property Rights:** This Agreement does not transfer any exclusive property rights to the User.
- **Actions That May Infringe Exclusive Property Rights:** The User must refrain from any actions such as copying, modification, decompilation, or any other activities that might violate the intellectual property rights of CASES or any third party.

b. User-Generated Content License:

- **License.** The User grants CASES a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content or materials in connection with the operation of our Site and our business, including without limitation to promote and redistribute part or all of Our Site (and derivative works thereof) in any media formats and through any media channels by submitting or uploading any content or materials to Our Site.
- **User Warranties.** The User represents and warrants that he/she has all the rights, power, and authority necessary to grant the foregoing license and that all content or materials submitted or uploaded by him/her do not and will not infringe, misappropriate, or violate any intellectual property right, right of privacy or publicity, or any other proprietary right of any Third Party.
- **Remove Right Reservation.** We reserve the right to remove any content or materials submitted or uploaded by You for any reason, including without limitation if We believe it violates this Agreement.

c. Stop Violating Third-Party Intellectual Property Rights:

- **Intellectual Property Violation.** If you believe that any content on our site infringes upon your intellectual property rights or the intellectual property rights of a third party, please [promptly notify Us](#).
- **Notification.** Your notification must include:
 - Identification of the copyrighted work claimed to have been infringed. If multiple copyrighted works at a single online site are covered by a single notification, provide a representative list of such works at that site.
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity. Also, provide information reasonably sufficient to permit us to locate the material.
 - Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
 - A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- **Answer the notification.** CASES shall respond to you and/or your representative within three business days from the date of receipt of the notice of infringement termination and shall proceed further in accordance with the law.

XIII. When do We limit the Liability

CASES shall limit its liability to the User for any damages caused to the User and shall not be liable for any actions of the Users or damages caused by them to third parties while using CASES Services.

We are also not responsible for the services received by the User from third parties through the Site. Additionally, CASES does not endorse any opinions, beliefs, or views of the User published on the Site.

In most cases, CASES limits the User's liability for breach of the Agreement to the amount of the User's payments under this Agreement, but not less than the amount of damages caused by the User.

- a. **Limitation of Liability of the CASES.** CASES limits Our liability to the User for breach of the Agreement, as well as for any damages (including lost

profit but excluding injury to the User), to the amount of the User's payment under this Agreement. CASES is not responsible for the actions of the Users and limits its liability to third parties for losses (including lost profit) and damage caused by the User to these third parties while using CASES Services and the Site.

- b. **Exclusion from CASES liability.** CASES excludes Our liability from:
- Any loss of profit (directly or indirectly);
 - Any loss of goodwill;
 - Any loss of opportunity;
 - Any reliance You place on the completeness, accuracy, or existence of any information or advertisement, or as a result of any relationship or transaction between You and any Third Party whose advertisement appears on the Site or concerning the Services;
 - Any changes which We may make to the Site or the Services, or for any temporary interruptions in the provision of the Site or the Services;
 - The deletion of, corruption of or failure to store, any data maintained or transmitted by or through your use of the Site and the Services;
 - Your failure to provide Us with accurate account and payment information;
 - Your failure to keep Your account details secure and confidential.
- c. **Limitation of the User's liability.** CASES limits the User's liability to CASES for breach of the Agreement, as well as damages, to the amount of the User's payment under this Agreement, but not less than the number of damages actually incurred by the User. However, this provision does not extend to liabilities, damages, and lost profits related to the protection of intellectual property rights, breaches in information security (including cybersecurity), and the protection of the business reputation of CASES, its employees, contractors, and founders.
- d. **Third-Party Services.** CASES is not responsible for any services that the User can obtain from Third Party via the Site.
- e. **CASES is not liable for Users' passwords.** The User is solely responsible for safeguarding information related to their passwords and other confidential data. CASES bears no responsibility for any consequences resulting from the User's loss of login or password information.
- f. **Lack of consent with the User.** CASES does not confirm that he shares the opinion, beliefs, and views of the User due to the publication of User-Generated Content by the latter on the Site.

XIV. What Limitations Apply to Our Guarantees

The Site is licensed on an “AS IS” and “AS AVAILABLE” basis. CASES is not responsible and does not provide any warranties, express or implied, and hereby disclaims any implied warranties regarding the Site and Services, in particular:

- Availability in case of problems with the network, software and hardware, electricity supply of the User, and Third-Parties;
- Compliance of the name, appearance, internal structure, and functions with any expectations of the User;
- ● Protection against any damage to Users, persons related to them, their property and non-property rights from the action and/or inaction of any Third Parties.

XV. Governing Law

- This Agreement is governed and interpreted under the laws of Ukraine, with particular consideration to the General Data Protection Regulation (GDPR) of the EU.

XVI. Dispute Resolution

- All disputes or claims about this Agreement are resolved within 90 business days of negotiation. If negotiation doesn't work, the dispute shall be resolved in the court of Ukraine under Ukrainian law. The defeated party may pay all reasonable court and attorneys' fees and costs.
 - a. **Negotiation.** Before initiating any legal proceedings, the parties shall attempt to resolve any disputes or claims arising out of or in connection with this Agreement through good faith negotiations during 90 business days.
 - b. **Dispute Resolution.** Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be submitted to the exclusive jurisdiction of the courts of Ukraine and be resolved in accordance with material and processual law of Ukraine.
 - c. **Costs.** The prevailing party in any legal proceeding arising out of or in connection with this Agreement shall be entitled to recover its reasonable court and attorneys' fees and costs.

XVII. What Other Provisions Apply to Our Relationships

- This section specifies the miscellaneous provisions applying to the Agreement which are the final.

- a. **Assignment:** You cannot transfer or give away Your rights and responsibilities under this Agreement without Our permission. If You try to do so, it will be invalid. We can give Our rights and responsibilities under this Agreement to someone else without asking for Your permission. Both parties are still responsible for following the Agreement, even if they are assigned to someone else.
- b. **Eligibility:** To take part in this Agreement, you must meet the requirements set out in it. By signing this Agreement, You confirm that You have the legal capacity to enter into this Agreement and follow its terms. If You don't meet the requirements, You may not participate in or benefit from this Agreement. If You become ineligible, You need to let the other party know right away. If You lie about Your eligibility or break this clause, the Agreement may be terminated, or You may lose Your right to participate or benefit from it.
- c. **Entire agreement:** This Agreement is the only agreement between You and Us regarding Your use of Our Site and Services. They replace any other agreements or discussions We've had before.
- d. **Force majeure:** We will not be liable for any failure or delay in the performance of our obligations under this Agreement if such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, the time for performance will be extended for a period equal to the time lost because of the delay.
- e. **Headings:** The headings in this Agreement are included to aid understanding but do not alter the content or meaning of any section. Phrases such as "including" or "such as" are illustrative and not exhaustive.
- f. **Languages:** This Agreement is available in English and [Ukrainian](#). If there are any differences between the Ukrainian version and the English translation, the Ukrainian version will prevail.
- g. **No partnership:** By using Our Site or services, You are not entering into a partnership, employment, or agency relationship with Us. You cannot claim representation of Us or imply formal collaboration. Any taxes or government fees arising from Your use of Our Site or Services are Your responsibility, and We do not offer tax advice.
- h. **No waiver:** If We don't enforce any part of this Agreement, it doesn't mean We're letting You off the hook. We can still enforce those terms later if we need to. If We decide to waive any of Our rights, We'll make sure it's in writing and signed by Us.

- i. **Notices of breach:** If You violate any part of this Agreement, We may take appropriate actions, including restricting Your access. We may also notify You of the violation and provide a timeframe for correction. Failure to rectify the issue within the given period may result in actions to protect Our rights.
- j. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain valid and enforceable. Invalid or unenforceable provisions will be replaced by valid ones to achieve the original purpose to the extent possible.
- k. **Survival.** Upon termination of this Agreement, certain sections will remain in effect: Sections VII, XII, XIII, XIV, XV, XVI, XVII, XVIII, and any other relevant provisions.
- l. **Counterparts.** This Agreement may be executed in a single counterpart, which holds the same legal effect as an original signed copy. Publishing this Agreement on the Site is considered equivalent to delivering an originally signed copy.