

# Agreement

The text of this user agreement, permanently posted on the Internet at the network address <https://siil.ch/agreement>, contains all the essential terms of the agreement and is a proposal of Swiss International Institute Lausanne - SIIL enter into an agreement with a party using the website on the Internet <https://siil.ch>, on the terms specified in the text of the agreement. Thus, the text of this user agreement is a public offer.

The proper acceptance of this offer is considered to be the consistent implementation by a third party of the following actions:

- familiarization with the terms of the user agreement and all its appendices;
- entering reliable and up-to-date information, including last name, first name, patronymic, if necessary, unique login (e-mail address) and contact phone number, into the registration form located in the "Registration" tab on the Internet at the network address <https://my.siil.ch>;
- pressing the "Register" button in the completed registration form;

From the moment of transition to the user's personal account, registration on the website is considered completed, and the terms of this user agreement are mandatory for the registered person.

If you do not agree with the terms of this user agreement, do not register on the website <https://siil.ch> and don't use its services.

Swiss International Institute Lausanne - SIIL and a party who accepted the offer posted on the Internet at the network address <https://siil.ch/agreement>, have concluded this user agreement on the following.

## 1. Terms and definitions

1.1. In this User Agreement, unless otherwise explicitly follows from the text, the following terms will have the following meanings:

"Administrator" - Swiss International Institute Lausanne – SIIL.

"Tests" - Tasks and tests on topics and a hardware and software package for checking the solution of tasks and tests.

"End User" - An Adult user or a minor user who uses a Personal Account with the permission of his parent or legal representative registered as Users.

"Educational programs" - A set of tasks and tests in certain disciplines of a certain level, contained on the website, intended for the User or the End User.

"Personal Account" - A set of protected website pages created as a result of User registration, using which the User has the opportunity to access Educational Programs and Tests, information about them, the ability to pay for access and add free programs, the

ability to change User information, password, as well as perform other actions. Access to the Personal Account is carried out by entering credentials in the fields provided for this on the website.

"User" - A person who has concluded an Agreement with the Administrator by accepting an offer located on the Internet at the network address <https://siil.ch/agreement>.

"Website" - A set of information, texts, graphic elements, design, images, photos and videos and other results of intellectual activity, as well as computer programs contained in an information system that ensures the availability of such information on the Internet at a network address <https://siil.ch>. The website is an Internet resource intended for users.

"Agreement" - This user agreement.

"The Parties" - the Administrator and the User.

1.2. All other terms and definitions found in the text of the Agreement are interpreted by the Parties in accordance with the legislation and the usual rules of interpretation of the relevant terms that have developed on the Internet.

1.3. Titles of headings (articles) The Agreements are intended solely for the convenience of using the text of the Agreement and have no literal legal meaning.

## **2. Subject of the Agreement**

2.1. The Administrator provides the User with access to the website, Educational programs, Tests. The User undertakes to use the website, Educational Programs, Tests on the terms of the Agreement, as well as to pay for access to paid resources of the website.

## **3. Registration procedure on the website**

3.1. The Administrator provides the User with access to information about the website before the User registers on the website. After registration, the User is also given access to free Educational programs and Tests, the opportunity to purchase access to paid Educational programs in his Personal Account.

3.2. Upon completion of registration, the User is granted access to the Personal Account according to the credentials: email address and password.

3.3. The User is obliged to ensure the security and safety of the password to third parties, with the exception of End Users. In case of loss or compromise of the password, as well as in case of illegal acquisition by third parties of access to the Personal Account, the User is obliged to immediately inform the Administrator about this to the email address [info@siil.ch](mailto:info@siil.ch). Until the moment of receipt of such a message, all actions performed using the User's Personal Account will be considered committed by the User himself.

## **4. The order of use of the website**

4.1. After the successful registration procedure, the User gets access to the Personal Account with the possibility of adding free Educational programs and purchasing paid Educational programs.

4.2. After completing the registration, the User gets the opportunity to add Educational Programs and / or purchase Educational Programs through his Personal Account. At the same time, the User has access to information on whether Educational Program paid or free of charge, about the estimated number of Tests within the program and other information about the Educational Program. The specified information is provided to the User for information, is approximate and cannot be considered a description of the Administrator's service. Information about Educational Programs may be changed by the Administrator in the manner specified in clause 4.5 of the Agreement.

4.3. The added free and paid Educational programs are available to the User in the Personal Account for a period determined by the Administrator.

4.4. Educational programs purchased for a fee are available to the User in the Personal Account with a one-time full payment for the entire Educational Program.

4.5. The Administrator may at any time, at his discretion, both with respect to paid and free programs, change Tests, change the content of the Educational Program. At the same time, the Administrator guarantees that such changes will not lead to a deterioration in the quality of the Educational Program. Information about such changes is published on the website immediately before the start of the implementation of the Educational Program in which such changes have occurred.

4.6. The User is obliged to use the Website and the Personal Account in good faith, without violating the law, the rights and freedoms of third parties and moral standards. If necessary, the User must ensure compliance with the legislation and moral standards by the End users of the website.

## **5. Intellectual property and restrictions on the use of the website**

5.1. The website contains the results of intellectual activity belonging to the Administrator, its affiliates and other related parties, sponsors, partners, representatives, all other persons acting on behalf of the Administrator, and other third parties.

5.2. By using the website, the User acknowledges and agrees that all the content of the website and the structure of the content of the website are protected by copyright, trademark and other rights to the results of intellectual activity, and that these rights are valid and protected in all forms, on all media and in relation to all technologies as existing currently, and developed or created subsequently. No rights to any content of the website, including, but not limited to, audiovisual works, images, educational and methodological materials, trademarks are transferred to the User as a result of using the website and entering into an Agreement.

5.3. Without prejudice to the universality of the above provisions, the User acknowledges that the website contains the results of intellectual activity, protected rights and other materials of third parties, and that such rights belong to the respective owners, including the Administrator. The User is prohibited from copying, modifying, deleting, supplementing, publishing, transferring objects of exclusive and personal non-property rights contained on the website, creating derivative works, manufacturing or selling products based on them, reproducing, displaying or in any other way exploiting or using such rights without the express permission of their owners.

5.4. For the avoidance of doubt, the User is prohibited:

5.4.1. copy and/or distribute any information received on the website, except in cases where such a function is directly provided on the website;

5.4.2. use the information obtained on the website for commercial activities, profit-making, or for use in a manner contrary to the law;

5.4.3. copy or otherwise use the software part of the website, as well as its design;

5.4.4. post personal data of third parties on the website without their consent, including home addresses, phone numbers, passport data, e-mail addresses;

5.4.5. place commercial advertising, commercial offers, campaign information and any other intrusive information on the website, except in cases when the placement of such information is agreed with the Administrator;

5.4.6. change the software part of the website in any way, perform actions aimed at changing the functioning and operability of the website;

5.4.7. offend and otherwise violate the rights and freedoms of other users of the website, third parties, as well as groups of persons.

5.5. When quoting website materials, including content, the User undertakes to provide a link to the website.

## **6. Cost and payment procedure**

6.1. The Administrator sets the cost of the Educational Program by publishing such a cost on the program payment page.

6.2. The cost of Educational programs may be changed by the decision of the Administrator, while the change in such cost does not affect the cost of Educational programs for Users who have paid for such programs in full at the same price. About the change in the cost of Educational programs The Administrator notifies Users by specifying the cost on the website, and if the Educational Program was selected by the User, but not paid for in the User's Personal Account.

6.3. The purchase of an Educational program can be carried out at a time with payment of the full cost of the program.

6.4. Payment is made through providers of an electronic payment system that allows you to pay for Educational programs with credit or debit cards of international payment systems and/or by receipt with the Administrator's details;

6.5. Payment obligations are considered fulfilled by the User, in case of a positive result of payment authorization in the system. The proof of payment is the information of the payment system about the completed payment.

6.6. The Administrator does not control the hardware and software complex of payment systems and is not responsible for errors in such a hardware and technical complex. If, as a result of such errors, the User's funds were debited, but the payment was not authorized by the system, the obligations for returning funds to the User lie with the provider of the electronic payment system.

6.7. In case of making a one-time payment by the User for a total cost of more than 100,000 (one hundred thousand) rubles, the User has the right to request an invoice from the Administrator for the specified payment. In this case, the Administrator has the right to send such an invoice to the User's email address specified during registration. In this case, the date of fulfillment of the payment obligation is the moment when the corresponding amount of funds is credited to the Administrator's current account.

## **7. Personal data and their use**

7.1. The User gives his consent to the Administrator to process the personal data of the User or the End User provided during registration, as well as provided by the User in the Personal Account after registration, namely:

7.1.1. Surname, First name, Patronymic;

7.1.2. Image;

7.1.3. Email address;

7.1.4. Contact phone number;

7.1.5. Document delivery address;

7.1.6. Results of Educational programs.

7.2. Processing of personal data means recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

7.3. The processing of personal data is carried out for the purpose of fulfilling the Administrator's obligations to the User under the Agreement, providing the User or the End User with feedback when using Educational Programs, as well as for the purpose of sending informational and advertising messages to the e-mail address specified by the User during registration.

7.4. The User's personal data is processed by the Administrator using databases.

7.5. The User may at any time revoke consent to at any time the processing of personal data by sending a notification to the Administrator at the email address info@siil.ch.

7.6. The website is not a publicly available source of personal data. At the same time, if the User performs certain actions, his personal data, including those specified in clauses 7.1.1 and 7.1.2 of the Agreement, may become available to an indefinite circle of persons, to which the User hereby gives his consent.

7.7. The User agrees to receive newsletters and promotional materials from the Administrator, or from other persons on behalf of the Administrator, to the email address and contact phone number specified by the User when registering on the website. Consent to receive newsletters and promotional materials may be revoked by the User at any time by sending the Administrator a corresponding notification to the email address info@siil.ch . After receiving such notification, the Administrator stops sending messages with advertising materials to the email address specified by the User during registration.

7.8. The User gives his consent to the use of his image as a photo of the User (avatar) by the Administrator for the purpose of processing his personal data, as provided for in clause 7.2 of the Agreement, free of charge. The User undertakes to refrain from using images of third parties as a photo of the User (avatar) on the website.

7.9. The User gives his consent to receive newsletters by e-mail. If the User does not want to receive any newsletters from, he can change the corresponding settings in his Personal Account at any time or ask the administrator to delete his account.

## **8. Liability of the parties**

8.1. In case of violation by the User of the terms of the Agreement, legislation, moral standards, or technical requirements, the Administrator has the right to block or delete the User's Personal Account, prohibit or restrict access using the User's Personal Account to certain or all functions of the website.

8.2. In the cases provided for in clause 8.1 of the Agreement, the User retains access to paid Lessons within the framework of the Educational Program. By decision of the Administrator, the User may also be blocked from access to free Educational programs that have not been added by the User in the Personal Account.

8.3. When identifying cases of granting Users access to the Personal Account to third parties who are not End Users, the Administrator, at his choice, applies the measures provided for in clause 8.1 of the Agreement. In this case, the Administrator has the right to completely block the User's access to the Personal Account, including those paid in advance by the User.

8.4. The Administrator is not responsible for the performance of the website and does not guarantee its uninterrupted operation. The Administrator also does not guarantee the safety of the information posted on the website and the possibility of uninterrupted access to Educational Programs and other materials.

8.5. The User uses the website in the form in which it is presented at his own risk. The Administrator does not guarantee the User to achieve any results due to the use of the website.

## **9. Special conditions**

9.1. The website may contain links to other websites on the Internet (third-party websites). These third parties and their content are not checked by the Administrator for compliance with certain requirements (reliability, completeness, legality, etc.). The Administrator is not responsible for any information, materials posted on third-party websites that the User accesses using the website, including for any opinions or statements, expressed on third-party websites, advertising, etc., as well as for the availability of such websites or content and the consequences of their use by the User.

9.2. The Administrator does not guarantee that the website meets the User's requirements, that access to the website will be provided continuously, quickly, reliably and without errors. Software and hardware errors both on the Administrator's side and on the User's side, which led to the inability of the User to access the website and / or the Educational Program, are force majeure circumstances, and the basis for exemption from liability for non-fulfillment of obligations by the Administrator under the Agreement.

## **10. Procedure for resolving disputes**

10.1. All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the Agreement, the Parties will seek to resolve through negotiations. The Party who has claims and/or disagreements sends a message to the other Party indicating the claims and/or disagreements that have arisen.

10.2. If the reply to the message is not received by the Party sending the message within 30 (thirty) working days from the date of sending the relevant message, or if the Parties do not come to an agreement on the claims and/or disagreements that have arisen, the dispute is subject to judicial resolution at the location of the Administrator.

10.3. If payment for the course has been made, but the paying Party considers the course incomplete or does not correspond to the description, this Party has the right to demand reimbursement of the cost of purchasing the course within 3 (three) calendar days. In turn, the reimbursing Party is obliged to refund the funds to the same details from which the payment was made within no more than 30 (thirty) working days from the date of sending the relevant message, or if the Parties do not come to an agreement on the claims and/or disagreements that have arisen, the dispute is subject to judicial resolution on the location of the Administrator.

## **11. Changing the terms of the Agreement**

11.1. The Administrator has the right to unilaterally change the terms of the Agreement, and such changes come into force after 3 (three) days from the date of publication of the new version of the Agreement.

11.2. At each subsequent visit to the website before using the Personal Account, the User undertakes to get acquainted with the new version of the Agreement. Continued use of the website and the Personal Account will mean the User's consent to the terms of the new version of the Agreement.

11.3. If the User does not agree with the terms of the new version of the Agreement, he stops using the website.

## **12. Final provisions**

12.2. The court's recognition of any provision of the Agreement as invalid or not enforceable does not entail the invalidity of other provisions of the Agreement.

12.3. Inaction on the part of the Administrator in case of violation by any of the Users of the provisions of the Agreement does not deprive the Administrator of the right to take appropriate actions later to protect their interests and protect intellectual property rights to the website materials protected in accordance with the legislation.

12.4. The User confirms that he has read all the provisions of the Agreement, understands and accepts them.