

Appendix 2

**To the Program Terms and Conditions of the International
Architectural Competition for Project Proposals for the
Reconstruction of the Central Educational and
Administrative Building (Building A)
of the State Tax University of Ukraine**

**TERMS AND CONDITIONS OF USING
THE COMPETITION WEBSITE**

TERMS AND CONDITIONS

These Terms and Conditions (hereinafter - "the Terms") govern access to and use of the Website (hereinafter - "the Website") of the project proposal competition for the reconstruction of the central educational and administrative building (Building A) of the State Tax University (hereinafter - "the Competition") as a guest, registered user, and/or participant of the Competition (hereinafter - "the User"). By accessing or using the Website and/or accepting these Terms (when such an option is provided to the User), the User agrees to comply with these Terms.

1. USER CONDUCT:

The Website is intended for the publication of the Terms and the organization of the Competition conducted by the State Tax University (hereinafter - "STU"). The User agrees to use this Website lawfully. The User represents, warrants, and agrees that they own and have the right to submit, upload, publish, or display all materials that the User provides, uploads, publishes, or displays (hereinafter - "the Submission") on or through the Website to meet the requirements of the Competition, including but not limited to text, data, information, images, graphics, drawings, photographs, and renders, as well as the User's name (collectively referred to as the "Content"), and that such Content does not infringe upon any personal or proprietary rights of third parties. These rights include but are not limited to rights granted by copyright, trademark, patent, privacy laws, or any other legal protections provided under the applicable laws of Ukraine.

You may not copy, reproduce, modify, download, transfer, create derivative works from, publish, display, or save any Content from the Site that you do not own or have permission to do so.

In the event the User becomes aware of any potential third party claim regarding the Content published by the User, they must notify STU within 24 hours of becoming aware of such claim at competition@dpu.edu.ua. STU reserves the right to remove any Content published by the User at any time.

2. USER MATERIALS:

By participating in the Competition and publishing Content on the Website, the User grants a perpetual, full, irrevocable license (hereinafter "the License") to STU, with the right to use, publish, reproduce, display, and distribute the User's Content through electronic and printed publications, educational events, and other forms of public demonstration and dissemination.

By granting this perpetual License, You

1) acknowledge that the Site may be accessed on the Internet for an unlimited time period, with all Content posted by You also remaining on the Site.;

2) allows STU and its representatives, successors, and contractors to use the Content published by the User, or any part thereof, for the aforementioned purposes, as well as for promoting, planning, and conducting future Events.

3) agrees that such use by STU, its representatives, successors, and contractors may be carried out in any format, including social media, and that there are no time or territorial restrictions on such use. The User warrants and represents that the use of the User's Content by STU, its representatives, successors, and contractors under this License will not infringe on the rights of any person.

The User agrees that they grant the aforementioned License without expecting any royalties or other compensation of any kind from STU or its representatives, successors, or contractors. The User releases them from liability for any claims that may arise in connection with the User's participation in the Competition.

3. INDEMNITY:

The User hereby releases, agrees to indemnify, and hold harmless STU, as well as each of its officers, directors, agents, employees, contractors, and partners, from any claims, lawsuits, or demands, damages, or liabilities brought by third parties or incurred by them, as well as any related costs or legal fees, including reasonable attorney fees, arising from the User's use of this Website, the Content posted by the User on this Website, or any conduct of the User related to this Website, or the use of the User's Content by STU and its representatives, successors, and contractors under the granted License.

4. DISCLAIMERS:

STU is not liable for the activities and conduct of any User of this Site. Any copying, downloading, displaying, reproduction and publishing of Content performed by a third party and/or user of this Site is neither monitored nor regulated by STU.

The Site may be temporarily unavailable for maintenance or any other reason. STU will use its best efforts to restore service of the Site but under no circumstance will STU bear the responsibility for any error, access interruption or defect stemming from such interruptions in service of the Site. STU and will also bear no responsibility for any loss or damage, including loss or damage to User Content that may be directly or indirectly related to any service disruption.

This Site and any services provided by STU related to this Site are performed and provided “as-is” and STU disclaims all representations and warranties, whether express or implied, including but not limited to implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. STU does not represent or warrant that software, content on this Site, or any service provided by STU are accurate, complete, reliable, current or error-free or that the Site is free of viruses or other harmful elements. The User understands that downloading Content from this Website is done at the User's own risk, and the User assumes full responsibility and costs for employing standard protective measures, such as using software for detecting and removing viruses.

STU and its officers, employees, or partners shall not be liable to the User or anyone else for any direct, indirect, special, or punitive damages, including any loss of profits, arising from the User's use of the Website. Notwithstanding the foregoing disclaimers and limitations of liability, under no circumstances shall STU be liable to the User for any amounts in connection with the Content or the User's use of the Website.

5. JURISDICTION:

By using the Website, the User is subject to the laws and jurisdiction of Ukraine. If the User files any claim or initiates proceedings against STU, the User must do so exclusively in Ukrainian courts and within the territory of Ukraine. All objections by the User regarding the lack of personal jurisdiction of Ukrainian courts are hereby dismissed.

6. MISCELLANEOUS:

If any term or provision of these Terms is deemed invalid under the law, such term or provision shall be severed from these Terms; the remaining terms and

provisions shall remain in full force and effect. These Terms constitute the entire agreement between the User and STU. All prior agreements regarding the User's use of this Website are considered null and void.

If STU does not enforce any provision of these Terms, such inaction shall NOT be considered a waiver of that provision in any instance.

7. STU TEAM LEGAL DISCLAIMER:

By registering as a participant in the Competition, the User acknowledges and agrees that they have no contractual or other right to be declared a winner until they receive the corresponding notification. The winners of the Competition are determined at the sole discretion of the Jury.

The registered participant of the Competition (User) also acknowledges and agrees that the Jury's decisions are final and not subject to appeal. The registered participant of the Competition (User) agrees to indemnify and hold harmless STU from any liabilities, damages, expenses, including legal fees, compensations, and attorney costs, arising in connection with the User's participation in the Competition.

8. CONFLICT OF INTEREST

By submitting an application for this Competition, the User confirms that neither the User nor any member of the User's team is:

- Staff member of STU
- An employee of the firm or organization where the jury member is employed and/or actively participates.