

1. TERMS AND DEFINITIONS

- 1.1. **Administrator** – University of Ljubljana, a legal entity providing Services under this Contract.
- 1.2. **Account** — is the account in the System created by the User, which stores the User data necessary for his identification (authentication) in the System and for provision of the access to personal settings, account status, Content, statistical indicators in the System and other similar information.
- 1.3. **Contract** is an agreement between the Administrator and the User concluded by the acceptance of this offer by the User.
- 1.4. **Content** is information, data, text, software, music, sounds, photos, graphics, videos, messages or other materials created, posted(uploaded) in the System, or used by the User during receiving Services.
- 1.5. **User** is an individual or legal person registered in the System in accordance with the Contract.
- 1.6. **System Resources** – are dedicated compute power and disk space resources for data storing, which are transferred to the User through the System in the manner specified in the Contract.
- 1.7. **Administrator Site** is a website on the Internet, located at login.hpc.fs.uni-lj.si
- 1.9. **System** is a software complex, compute power and disk space resources for data storing used to assist the User under and pursuant to this Contract.
- 1.10. **Third-party software** is a software available for installation in the System, which can be installed on User's instruction.
- 1.12 Services provided to the User by the Administrator under and pursuant to this Contract, referred to in paragraph 2 of the Contract

2. SUBJECT OF THE CONTRACT

Under this Contract the Administrator provides User with services of the virtual infrastructure organization, which include: selection of high-performance computing space in accordance with his criteria and requirements; obtaining the rights to use it on behalf of and in the interests of User; provision of related services of Third-party software installing in such a computing space, configuration of it for the User's needs and technical support for it in accordance with the User's instructions and on behalf and for the account of the User; and other services under this Contract in accordance with the criteria and requirements of the User. Services are provided to the User through the System.

3. USER REGISTRATION

- 3.1. The User of the System can be any capable individual or legal entity.
- 3.2. The person becomes the User after creating the Account by registering in the System. Registration is free.
- 3.3. The Administrator has the right to refuse to register the User in case of absence of technical or other possibility for it at the time of treatment.
- 3.4. The User must immediately inform the Administrator of changes in the data provided during the registration.
- 3.5. The Administrator has the right to suspend the access to User's Account or delete the Account at his own discretion and without notice if the User commits any of the following:
 - 3.5.1. violates the provisions of this Contract;
 - 3.5.2. provides false information when registering, including misleading information;
 - 3.5.3. illegally uses someone else's objects of intellectual property;
 - 3.5.4. carries out other actions prohibited by this Contract.

4. THE PROCEDURE FOR THE PROVISION OF SERVICES

- 4.1. Under this Contract the Administrator can install the third-party software on the resources of the system on behalf of the User. In this case, the Administrator only provides the technical assistance in installing of the Third-party software.
- 4.2. Only the User is responsible for compliance with the rights of the third party in respect of Third-party software installed under this Contract. In case if the Third-party software manufacturer has provided the

right to use it as a test for a certain period, the User is obliged to remove the Third-party software from the system at the end of this period.

4.3. In case if the Administrator, acting pursuant to the instructions of the User, sets Third-party software that can be used for a trial period in the System, the User by choosing the Third-party software and charging its installation to the Administrator, agrees to the provisions of the license agreement with respect to such Third-party software and becomes a party to it.

4.4. In case of a zero or negative balance on the User's Personal Account, the Administrator may remove the User's Content from the System.

5. COST OF SERVICES AND PAYMENT PROCEDURE

5.1. The Administrator provides the User with services on a free of charge basis.

6. RIGHTS OF THE PARTIES

6.1. THE ADMINISTRATOR HAS THE RIGHT:

6.1.1. To suspend or terminate the operation of the System at any time with User notification and returning him the unused funds from his personal account.

6.1.2. To suspend the provision of Services to the User in case of violation of the terms of this Contract and of current EU legislation, prior to implementation of the Administrator's requirements for elimination of such violations. The suspension of Services does not relieve User of his obligations hereunder.

6.2. THE USER HAS THE RIGHT:

6.2.1. To receive Services and use the System in accordance with the provisions of this Contract.

7. OBLIGATIONS OF THE PARTIES

7.1. THE ADMINISTRATOR UNDERTAKES:

7.1.1. To keep records of Service usage by the User.

7.1.2. To maintain the confidentiality of the User information obtained from him during registration in the System, except for the cases stipulated by the current EU legislation and this Contract.

7.2. THE USER UNDERTAKES:

7.2.1. To take Services provided by the Administrator.

7.2.2. To get acquainted with the official information published on the Website and related to the provision of Services.

7.2.3. To comply with the terms of this Contract.

7.2.4. To observe the safety precautions when using the System and not to transfer the password and username to any other person, except the employees of the User if it is a legal entity.

7.2.5. To use the System exclusively for own needs.

7.2.6. Not to reproduce, repeat, duplicate, copy, sell (including not to import for the purposes of sale), resell and not to use for any commercial purposes any part of the System.

7.2.7. To bear the full responsibility for any accidental or intentional actions with the System that may lead to violation of national legislation of other countries, and also for infringement of intellectual property rights of others.

7.2.8. To take the full responsibility and risks associated with the goods, services and information provided by the User through the Services.

7.2.9. To independently investigate the requirements associated with Third-party software licensing, the installation of which he is charging to the Administrator under the provisions of this Contract, to comply with such requirements and carry full liability in case of their violation, and also to be a party to license agreements with respect to Third-party software which is installed by the Administrator in accordance with the provisions of this Contract.

8. LIMITATION OF THE ADMINISTRATOR'S LIABILITY

8.1. The Administrator is under any circumstances not bear material (financial) responsibility to the User for forced interruptions in business, loss of data, costs, any losses (both direct and indirect), as well as for loss of profits and savings caused by the use of or related to the use of the System. The term "consequential damages" includes, but is not limited to: loss of income, profits, anticipated savings, business activity or reputation.

- 8.2. The User agrees to release the Administrator from liability on other persons' claims related to the obtained Services.
- 8.3. All services are provided by the Administrator the way they are and only under condition of the presence of technical possibility. The User uses the Administrator's services and any materials obtained through the usage of Services at his own risk. The Administrator is not liable for any damage to the hardware and/or data that may be caused by the download of these materials.
- 8.4. The Administrator is not liable for any direct or indirect damage caused to the User as a result of: the use or inability to use the Services; errors; omissions; breaks; deletion of files; defects; delays in operation, or data transfer; modification of functions and other reasons.
- 8.5. The Administrator is not liable for any delays, failures, incorrect or untimely transfer, deletion or loss of any User information.
- 8.6. The administrator does not guarantee that the Services will meet User's requirements, will be provided continuously, timely, securely and accurately; that the results that may be obtained using the Services will be accurate, reliable, and will meet the User's requirements and expectations; that any errors in the software will be corrected. The administrator is not responsible for inadequacy of the Services to the User's requirements and expectations.
- 8.7. The Administrator is not liable for the quality of public communication channels and data transmission networks, including the Internet, through which the System is accessed.
- 8.8. The Administrator does not guarantee the absolute uninterrupted or error-free operation of the System and Third party software and does not guarantee that Third-party software or any other materials used to provide the Services, are protected from computer viruses and other harmful components.
- 8.9. The System may contain links to other resources. The Administrator is not responsible for the availability of these resources and for information, data, text, software, music, sounds, photographs, graphics, videos, messages and other materials posted on these resources, as well as for any consequences related to the use of these resources.
- 8.10. The Administrator is not liable for any agreements between the User and other persons. The User agrees to indemnify the Administrator from liability on the claims of other parties who signed the agreements with the User, for execution of which the User needs Services.
- 8.11. The Administrator is not responsible for the violation of the others' rights, including intellectual property rights, caused by the User's actions committed with the use of the Services in accordance with this Contract.
- 8.12. In case if the User grants others with access to his Resources in the System, the responsibility for the activities of such other persons rests solely with the User.

9. PROHIBITED ACTIONS AND LIMITATIONS OF USER'S ACTIONS

- 9.1. The User is fully responsible for the Content. The Administrator does not control the Content.
- 9.2. The administrator is not responsible for the User Resource content in the System, and does not perform any preliminary censorship. In case of violation of the European Union legislation, the provision of the Services may be suspended without prior warning. In this case the Administrator has the right to control the content of User Resources in the System.
- 9.3. The Administrator is entitled to suspend the Services and delete the data, Content and the Account of the User, and also the other User information immediately and without prior notice in the following cases:

9.4. STORAGE, PLACEMENT AND DISTRIBUTION OF ILLEGAL INFORMATION

This includes:

- 9.4.1. Sending, posting, transmission, reproduction, uploading, posting, distributing in any way, and the use in any form without the permission of the copyright holder of the materials and Third party software which are obtained through the Services and are fully or partially protected by copyright, related and other rights; and also the Content which is illegal, harmful, menacing, slanderous, insulting morality, promoting hatred and discrimination on racial, ethnic, sexual, religious, social signs, contains insults to specific persons or organizations, violates the others' rights, including copyright and related rights.

9.4.2. Placement by the User of links to web resources, whose content contradicts the current European Union legislation.

9.4.3. Distribution or publication of any information which is contrary to the requirements of the current European Union legislation.

9.4.4. Distribution or publication of any information or software that contains the codes, corresponding in their effect to the action of computer viruses, hacking programs, Trojans and spyware or other components equal to them.

9.5. UNAUTHORIZED ACCESS AND NETWORK ATTACKS

This includes:

9.5.1. Damage to the Administrator or others, including actions that cause the failure of Administrator's or others' hardware and software.

9.5.2. Mailing, publishing, transfer, distributing in any way of any information or software which contains a viruses or other harmful components, computer codes, files or programs designed to breach, destroy or limit the functionality of any computer or telecommunication equipment or programs, for implementation of unauthorized access, and also of the serial numbers to commercial software products and to programs for their generation, logins, passwords and other means for receiving of unauthorized access to paid resources on the Internet, as well as links to the above information.

9.5.3. Disruption of the normal functioning of the others' Internet elements (computers, other equipment or software). Actions violating the normal order of Internet communication, including the use of settings that hamper the real-time information exchange.

9.5.4. Actions to gain an unauthorized access to System Resources (computer, other equipment or information resource), subsequent use of such access, as well as the destruction or modification of others' software or data.

9.5.5. Transfer to the others' computers or equipment of meaningless or useless information, which creates unnecessary (parasitic) load on these computers or equipment or software, as well as on intermediate parts of a network in amounts in excess of the minimum necessary to check the connectivity of networks and accessibility of their separate elements; scanning of networks nodes to identify the internal structure of networks, security vulnerabilities, lists of open ports and similar actions.

9.5.6. Provision of open (i.e. not requiring authorization) mail relays, open anonymous proxy servers, public teleconferences servers, and similar actions.

9.6. FALSIFICATION

This includes:

9.6.1. Application of any forms and methods of illegal representation of others in the System.

9.6.2. Forging of own IP address and means of identification used in other network protocols, as well as addresses used in other network protocols for data transfer to the Internet.

9.6.3. Provision of names, addresses, telephone numbers, usernames, passwords, e-mail addresses (including the return addresses in the e-mail), etc, which do not exist or are not owned by the User, as the identification data.

9.7. INCONSISTENT TRANSFER OF INFORMATION, DATA, TEXT (SPAM)

This includes:

9.7.1. Mailing, transfer, distributing in any way without the consent of the addressee, publication or reproduction on the resources of others without their consent of the information that contains the advertising (in particular, letters containing a link to a network resource and implying that the recipient needs to visit it) and of other materials for advertising purposes (spam, including exploratory).

9.7.2. Sending of the information to the persons who previously explicitly expressed their desire not to receive this information.

9.7.3. Advertising services, products, other materials, distribution of which is restricted or prohibited by the current European Union legislation.

9.7.4. Sending, transmission, distribution in any way of lists of foreign e-mail addresses, "pyramid" schemes, multilevel (network) marketing (MLM) schemes, Internet-earnings and email-businesses systems.

- 9.7.5. Provision of connectivity with the servers and subnets regularly used for an inconsistent mailings; web hosting, support of email addresses, support of DNS servers for domains used for the distribution of lists of email addresses or offering the organization of the inconsistent mass mailings or advertising programs, which are specially intended for the organization of the inconsistent mass mailings; as well as support of the websites, advertised through inconsistent mailings, if there is a reason to believe that the owners or administrators of the sites are involved in the organization of mailings.
- 9.7.6. The right to determine whether specific User's actions are related to prohibited under the provisions of this Contract remains with the Administrator.

10. THE USER INFORMATION. PERSONAL DATA

- 10.1. The Administrator has the right to disclose the User information only in accordance with the European Union legislation and this Contract.
- 10.2. In case of other persons' claims related to the Services, the User consents to the disclosure of information about him by the Administrator, including, where applicable, his personal data, to another person for the purposes of dispute settlement directly between him and another person.
- 10.3. The User in accordance with the European Union legislation gives the Administrator the consent to the processing of his personal data, including the implementation of any action operation) or set of actions (operations) with personal data including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, granting, access), depersonalization, blocking, deletion, destruction of personal data provided in the System.
- 10.4. The User gives the Administrator the right to provide him with any information about the System of a commercial and informational character, through any communication means and channels, including by mail, SMS, e-mail, phone.
- 10.5. The Administrator has the right to transfer the service information sent by a web server, to the User's computer for saving it in the browser ("cookie"), and to use it subsequently. The Administrator also allows some companies, partners or advertisers to use "cookie" on the Website. In this case, the use of "cookie" by these companies is regulated by them.

11. CONCLUSION, AMENDMENT AND TERMINATION OF THE CONTRACT

- 11.1. The Contract enters into a force upon the acceptance of its terms and conditions by the User (acceptance of the offer) when creating the Account by registration and is valid until the end of MOOC supported time-frame..
- 11.2. The Administrator has the right to withdraw from this Contract unilaterally at any time.
- 11.6. The Administrator has the right to make any changes to this Contract at any time without prior notice to the User.
- 11.7. The notice is deemed to have been made to the User on behalf of Administrator, if it is sent to the email address User provided during registration or is posted on the Website.

12. DISPUTES AND DISAGREEMENTS. APPLICABLE LAW

- 12.1. In case of disputes in connection with this Contract execution, the Parties undertake to resolve them through negotiations.
- 12.2. User's Claims regarding Services provided are accepted and considered by the Administrator only in writing form.
- 12.3. In case of failure to reach the agreement on controversial issues, they are settled in the Ljubljana Arbitration Court.
- 12.4. To resolve technical issues in determining the guilt of the User as a result of his illegal actions while using the Internet, the Administrator has the right to independently attract the competent organizations as experts. In case of User's guilt establishment, the latter shall reimburse the costs of the examination.