

General terms of use of the website

By using it, you agree to the following Rules (as that term is defined below), which constitute the Website Terms and Conditions Agreement between Us (as that term is defined below) and You (as that term is defined below).

Concepts and definitions

"Rules"	are the provisions of this Agreement on the rules and conditions of use of the Website, as amended later.
"Web page"	is Our website, or Our website: a) www.usmevpredruhych.sk b) www.genetickesyndrome.sk c) www.usmevnahory.sk d) www.socialeasator.com
"We"	we are the civil association Úsmev for others, registered office: Pod Párovcami 7152/151, 921 01 Piešťany, ID: 50 607 740, registered with the Ministry of the Interior of the Slovak Republic under number: VVS/1-900/90-49909, which is the operator of the website.
"you"	you are a user of the Website who has Used or is Using the Website, regardless of whether you are Registered or not.
"Someone" or "Other"	is a person different from you.
"Post"	is any contribution (e.g. opinion, statement, criticism, position, comment, statement, private message, image, photograph, video clip or any other content) that you or another User has added to the Website.
"Contents"	is any other content of the Website other than Contributions.
"gift"	is a financial gift provided by the Donor through o.z. Smiles for others, for the benefit of the Founder or the Recipient or another entity designated by o.z. Smiles for others.
"Voluntary contribution"	is a contribution provided by the Donor to support Smiles for Others, especially for the operation of the organization and the fulfillment of its goals.
"The Donor"	is a natural or legal person who provides a Gift and agrees to these Rules, thereby also concluding the Donation Agreement. A donor is also a natural or legal person who provides a Voluntary Contribution and agrees to these Rules, thereby also concluding an Agreement on the provision of a voluntary contribution.
"A team"	It is a group of natural persons who share the same interests, background or workplace, etc. When filling out the donation form, they provide the name of the Team under which the donated amount is published.
"Using" or "Using"	is Your posting or publication of the Post or Contributions to Our Website or any other activity related to it (browsing, etc.).
"User"	is the one who Used or Uses the Website, regardless of whether you are Registered or not.

"by service"	is enabling the use of the website and making it available to you and others. The service is free of charge, with the exception of sections or services on the Website where the price is explicitly stated. The costs of using remote communication means (Internet connection, etc.) for its use are at a normal amount, depending on the tariff of the telecommunications services you use.
"Registration"	is the creation of your user account and username on the Website.
"Registered"	You become a user only by registering on the website, while as a Registered User you have your own username and password.
"Cancel Registration"	means Your or our withdrawal from this Agreement on the rules and conditions of use of the Website as amended (these Rules), and has the effect of disabling Your Use of the Website through Your user account. You can cancel your registration at any time yourself, and we can also cancel your registration in the cases specified in these Rules.

"Admin" is a user like you, just with broader powers regarding the administration of the Internet site. Admin is not our representative and is not authorized to act on our behalf and act on our behalf, unless expressly instructed to do so.

I. In general

- 1) These Rules are a legally binding agreement between You and Us. Even before you start using the Website, you are obliged to read these Rules. By using the website for the first time, you declare that you have read these Rules carefully, agree to them without reservation, are bound by them, and undertake to comply with them, just as you undertake to comply with the applicable law (of the Slovak Republic and the state in which you find) and good manners and undertake that you will not take any actions contrary to applicable law, good manners and these Rules in connection with the Use of the Website.
- 2) If you do not agree with these Rules, you may not use the Website, and if you are already Registered, you must cancel your Registration.
- 3) If you are under 18 years of age, you honestly declare that your parent or other legal representative gave your consent to the Rules and Your Use of the Website.
- 4) These Rules regarding the Use of the Website are governed by the legal order of the Slovak Republic, while any dispute or proceeding related to, related to, or arising from the Use of the Website will take place in the court of the Slovak Republic located in the district of Our registered office.
- 5) You agree that Your user account, its content, and all rights associated with it are non-transferable, non-inheritable, and exclusively binding on You.
- 6) If some of the provisions of these Rules become or are declared invalid or unenforceable, another corresponding legal regulation according to the original meaning of these provisions will be used instead, while the other provisions of the Rules remain valid and effective.
- 7) The individual names of the parts of these Rules are intended only for their clarity and have no legal effect.
- 8) These Rules also include the rules and conditions for the use of individual parts of the Website, stated directly in the given specific part or formulated as subsections of these Rules, which are an integral part of them.
- 9) These Rules may be drawn up in several language versions with identical content, with the decisive version being the Slovak version of the Rules.

II. Change of Rules

- 1) We may change or supplement these Rules at any time without specifically notifying you. The announcement is considered to be the publication of a change or addition in accordance with point II paragraph 2 of these Rules. It is in your interest to continuously make sure that you are using the

Website in accordance with the current Rules, as you are bound by these Rules and undertake to accept their possible amendments.

- 2) Changes or additions to the Rules on the Website, which you can access at any time using a link on the main page, take effect upon publication. We consider your continued use of the Website after the entry into force of this change or amendment as consent to the changes and additions to the Rules. If you do not agree with the change or addition, you are obliged to stop using the website and, if you are registered, cancel your registration.

III. Liability and Indemnification

- 1) We do not guarantee the legality, truthfulness, accuracy, completeness, timeliness, or compliance of Your Contributions with the Rules, and therefore bear no responsibility for any of Your Contributions on the Website, nor for any other actions of Yours related to the Website, towards Others.
- 2) Since we do not guarantee the truthfulness, timeliness and accuracy of the User Contributions listed on the Website, we are not responsible for this content and we also bear no responsibility for any damage or injury resulting from Your or Someone else's reliance on this content or these Contributions.
- 3) Your Contribution is an expression of Your personal opinion, not Ours, and is Your action, therefore You alone are directly and exclusively personally responsible for it. By using the Website, you agree and undertake that in the event that We incur any damage or injury or other costs as a result of Your Contribution, You will indemnify Us in full, regardless of the amount of damage or injury or the amount of incurred costs and that , whether you acted intentionally or negligently, whether you caused the damage/harm/costs yourself, or in cooperation with others, etc.
- 4) We bear no responsibility for any damage or injury that may be caused to You or Others in connection with the Use of the Website or the Service.
- 5) We bear no responsibility for any missing content of Your Contributions or for the missing Contribution itself.
- 6) The Service is provided in such a way that we cannot guarantee to the Users the continuous functionality, error-free operation and security of the Services, and we are not responsible for any interruption or termination of the provision of the Services for any period or forever, while we may do so at any time with immediate effect, without giving a reason, even without notifications.

IV. Control and administration of Contributions

- 1) We reserve the right to monitor and review Submissions to ensure compliance with applicable law and the Rules, and the right to remove Submissions if necessary. We will do so based on Our decision in cases of conflict with applicable law or these Rules, while We will not notify You or Others separately of the removal.
- 2) Due to technical and personnel reasons, it is not possible for us to answer all your questions, requests, complaints, etc. due to the huge number of Posts. relating to Contributions, the Website or the Service, except in cases where we are bound by deadlines set by law.
- 3) You agree that (in addition to other authorizations specified in other parts of the Rules) we are authorized for security reasons to archive copies of any of Your Contributions, and to ensure that the Content of the Website and Contributions (or parts thereof) cannot be subject to various search programs on the Internet (e.g. .google etc.).
- 4) We are entitled to notify You in the event of a violation or threat of violation of these Rules or applicable law, and in such cases to intervene in the Contributions between You and Others (among other things, e.g. by deleting the Contribution and/or blocking access to a part of the Website, Canceling the Registration, etc.) .
- 5) The removal of the contribution may also occur in the case of notification by Others that the Contribution is in violation of the applicable law, without always applying the procedure according to point V, par. 3 of these Rules.

V. Complaints

- 1) You are obliged to ensure that each of Your Contributions complies with applicable law and these Rules.

- 2) Despite the fact that we are not responsible for Your Contributions or the consequences caused by them, we are interested in preventing any damage or injury caused by Contributions on the Website and we are also interested in amicable settlement of disputes. Therefore, we reserve the right, but are not obligated, to settle disputes caused by a Post published on the Website between You and Someone.
- 3) You hereby give us your consent to proceed as follows in the event of a dispute for this purpose:
 - a) In the event that you believe that you are affected by Someone's Contribution because it is in violation of the applicable law, you are obliged to deliver a qualified notification of this fact to Us at the address of Our registered office listed in the introductory part of these Rules. Qualified notification means a written notification signed by you, which includes the identification of a specific Post and its author (specific User), proof of the illegality of the Post, evidence of this, and your name, surname, address and e-mail address. Qualified notice must be delivered to Us by certified mail in order to prove actual delivery. Delivery by other means cannot be accepted, nor can notifications sent by electronic mail, for personnel and technical reasons.
 - b) Within 7 working days from the date of delivery of the qualified notice, we will deliver this qualified notice to the author of the Contribution by electronic means (e.g. a scanned document via internal mail on the Internet site) along with a request that he provide Us with a statement on the legality of his Contribution.
 - c) The author of the Contribution is then obliged to deliver to Us a declaration of the legality of the Contribution in the manner indicated above (valid for the delivery of a qualified notification) within 5 working days from the date of delivery of the qualified notification. A declaration of the legality of the Contribution is a written notification signed by the author of the Contribution (with his officially certified signature, and if he is not yet 18 years old, the officially certified signature of at least one of his parents or legal representative will be required), which includes proof of the legality of the Contribution, evidence of this, and the name, surname, address and e-mail address of the author of the Contribution.
 - d) In the event that the author of the Contribution violates any obligation under this part of the Rules, he acknowledges and agrees to the removal of his Contribution from the Website.
 - e) In case of fulfillment of all obligations of the author of the Contribution, we will send you a copy of this declaration within 7 working days from the date of delivery of the declaration on the legality of the Contribution. We will then remove the Post only on the basis of your notification and proof that you have filed a lawsuit/other filing with the relevant court, the subject of which is the Post.
 - f) For these purposes, we are authorized to contact you and Others (in this case, especially the author of the Contribution) and exchange your mutual contact information.
 - g) In the event that it is a Contribution of Someone who is not Registered, we will remove it immediately after receiving a qualified notification.

We will proceed similarly in the opposite case, i.e. if Someone believes that they are affected by Your Contribution because it is contrary to the applicable law.

VI. Registration, its Cancellation, data and declarations

- 1) By registering, you undertake to provide us with true, correct and up-to-date information about yourself and to keep it as such.
- 2) We may refuse or cancel your Registration if we suspect that you are impersonating Someone else, Your username is protected by applicable law (e.g. trademark, business name, etc.), is an advertisement or is vulgar, offensive or based on Our decision.
- 3) We are aware of our professional obligation to maintain the confidentiality of your data and recognize our obligations regarding the personal data we process. Your rights according to the Personal Data Protection Rules remain fully preserved.
- 4) By using the Website, you grant Us voluntarily and free of charge, without any material, temporal, territorial or other restrictions:
 - a) consent within the meaning of the Civil Code, to the use of your likeness, written expressions, images and visual and audio recordings relating to you or your expressions of a personal

nature, regardless of their nature and purpose, in all the usual ways, with their subsequent modification and with their possible by combining it with other works or including it in a collective work (e.g. photo albums).

- b) a statement that the persons who are captured in the works or content making up the Contribution have given their free consent to the work or content of the Contribution being dealt with in all the ways specified in these Rules, and that We or Others will not be harmed by the publication of Your Contribution on Our Website no harm, and in the event that this happens, you undertake to pay such damage and damage in full for the benefit of the person who incurred it (e.g. for photos of your friends).
- c) a license (sublicense, if the author is a person different from you) to publish the author's work, or other content protected by the Copyright Act and applicable law, if Your Post contains it.
- d) declaration that you are the sole author of the work, or other content of the Contribution protected by the Copyright Act and applicable law or that you have obtained an authorization (license) from the author(s) of the work to use the work to the extent according to these Rules, including the right to grant Us a sublicense; and that in this work or other content of the Contribution, the works or other rights of Others or their parts have not been used in any way, and that neither Us nor Others will be harmed or damaged by the use/publishing of the work or other content of Your Contribution on Our Website, and in the event that this happens, you undertake to to compensate the damage in full in favor of the person who incurred it.

The previous provisions also apply to third parties entrusted by us with the performance of certain activities and rights that you have provided to us.

- 5) We ask you not to post information whose misuse could cause harm or damage to you (this applies in particular to your birth number, identity card number, passport, payment or credit card number, residential address, telephone number, passwords, etc.).
- 6) Due to the nature of the Internet, we are not responsible for the security or protection of the data you provide to Us via the Internet and e-mail messages, nor for their control and how others use Your data obtained from You, so you should be careful when the selection of data that you provide via the Website.
- 7) We are also not responsible for the content of messages sent by Others, and therefore we are released from all obligations related to the content of information that you may receive from Others.
- 8) We can cancel Your Registration at any time, unilaterally, with immediate effect, even without giving a reason and without notice.
- 9) You can cancel the registration yourself at any time. You acknowledge that even after Cancellation of Registration, we are entitled to keep Your Contributions and Your username published on the Website, if applicable law allows it.

VII. Protection of copyright, intellectual property and other rights

- 1) If you believe that your copyright, intellectual property or other rights have been violated by any of the Contributions, contact Us and proceed similarly to the Complaint.
- 2) We are not responsible for the content of Contributions, i.e. we are not responsible for possible violations of copyright, intellectual property rights or other rights through Contributions on the Website. Since we are interested in the compliance of the Contributions and Content of the Website with applicable law, you agree and undertake that:
 - a) you will not post any content protected by copyright law or other legal regulations protecting intellectual property rights and other rights in the Contributions, without the prior consent of the owner/holder of the rights protected by these regulations,
 - b) you will respect the copyrights, intellectual property rights and other rights of Others, and you will not publish any content in the Contributions in violation of the copyright law or other legal regulations protecting intellectual property rights and other rights,
 - c) you will not remove information about copyrights, trademarks or other rights contained on the Website,

- d) you will not post any content in Contributions that violates applicable law.
- 3) We do not have the possibility to check the compliance of the things that are the content of your Contribution with the applicable law, therefore we are not responsible for the things (e.g. their defects, illegal origin, etc.) that are the content of the Contributions, or that you sell or buy through certain sections of the Website.

VIII. Obligations, representations and consents

- 1) Your user account is private and may not be used by anyone but you. You are therefore solely responsible for the confidentiality of Your user account and password and any use or activity of Users using Your user account and for ensuring that You log out of Your account at the end of each Use of the Website.
- 2) You agree and undertake that you will not:
 - a) post Posts or links to any websites containing profanity, obscenities, threats and personal attacks against Others, Posts promoting, inciting or advocating suppression of fundamental rights and freedoms, violence, fanaticism, racism, discrimination, defamation of population groups, racial, linguistic, sexual, religious, political, social, national and ethnic intolerance, hatred of specific people or population groups, especially ethnic or religious groups, or any other content contrary to applicable law,
 - b) publish Contributions that contain unverified, misleading, deceptive, false or distorting information or any other (even true) data that is or could be capable of causing harm to Others (e.g. as a result of damage to their good name, reputation, etc.) ,
 - c) publish Contributions that have the nature of spam, hoax or warez,
 - d) post Posts containing information about someone else's personal data without their consent or other legal basis,
 - e) publish Posts with the same (duplicate), incomprehensible or nonsensical content, Posts that have the character of trolling or bullying,
 - f) post Contributions advocating or suggesting violations of applicable law, good manners or these Rules,
 - g) publish advertising, promote or spread advertising, publish Posts or links to other websites unrelated to the content of the Website and links to commercial websites (unpaid advertising), with the exception of cases determined by Us and with the exception of personal recommendations based on Your experience,
 - h) publish Posts promoting the services of other persons who are Our competition,
 - i) publish posts defaming, harassing or imposing your personal opinions on others,
 - j) post Contributions that restrict or prevent Others from using the Website or Contributions that expose or may expose Others to harm, damage or incur any liability,
 - k) hinder the discussion on the Website by Others, or disrupt it,
 - l) disrupt or damage the provision of the Service or the Website, servers, networks, etc. associated with the Services or the Website, post or use software viruses or any other computer codes, files or programs that may interrupt, limit or stop the provision of the Service or the functionality of computer software or hardware, or telecommunications equipment;
 - m) create or mirror the Website or its part, without Our prior written consent,
 - n) use public proxy servers and other anonymization services that can be misused to attack the Website or the Service,

- o) use automatic scripts to collect information or otherwise affect the operation of the Website and Service,
- p) obtain e-mail addresses, other contact information or other Personal Data from Others for any purpose,
- q) use the personal data that you become familiar with through the Website in violation of the applicable law, in particular the legal regulations for the protection of personal data, the Personal Data Protection Rules and/or these Rules,
- r) process personal data obtained through the Website for own purposes, including their publication or availability on other websites or otherwise,
- s) provide false data, including your personal data or the data of persons you represent (e.g. a minor),
- t) to damage Us and Our good name and reputation in any way,
- u) impersonate another natural person or legal entity when using the Website,
- v) create more than one Registration, Register under more than one username, Register as Someone Else or Register on behalf of Someone Else,
- w) use the Website as Someone Else or under Someone Else's name,
- x) promote goods, services and cooperation, falling within the system of network sales and multi-level marketing (e.g. Avon, Oriflame, Tupperware, ...) or network sales of consulting services, insurance, financial products or consulting or life insurance,
- y) circumvent the above prohibitions.

3) You further agree that:

- a) on the Ti website, advertising and links to other websites and resources may be displayed, while these websites and their use are subject to special rules, and it is necessary to familiarize yourself with these rules of their use after redirecting to them.
- b) Use of the website is permitted only for your personal purposes. Its use for any other purpose is prohibited without our consent, with the exception of cases determined by Us,
- c) you do not have the right to any compensation, nor royalties, etc., for your Contributions on the Website.
- d) any of Your questions, comments, suggestions, ideas, topics or other information about the Website or the Service ("suggestions") addressed to Us are not confidential and may become Our property. We own the exclusive rights, including all intellectual property rights, and are entitled to the unrestricted use and distribution of these designs for any purpose, commercial or otherwise, without compensation to You. When using them, we respect the protection of the personal data of the persons concerned
- e) The use of any Content of the Website and Contributions published on it is permitted only for personal purposes. Any disposition of them (use, publication, copying, etc.) for any other purpose is expressly prohibited without Our prior consent.
- f) Our website makes it possible to offer goods and services for other than personal or home use (e.g. you are an e-shop, a legal entity and you sell in a bazaar).

IX. Donor's rights and obligations

- a) the donor is entitled to provide a Donation free of charge and voluntarily based on the published Campaign, through an electronic payment system managed by the civil association Smiles for Others;

- b) the civil association Úsmev pro duhyh charges a fee for the services provided within the Website www.socialeasator.com in the form of 3% of all monetary transactions; this money is intended for third-party fees and to support the operation of the website itself.
- c) The donor is entitled to publish information about himself free of charge within his user profile and keep it up to date;
- d) request the issuance of the concluded Donor Agreement and the Agreement on the Provision of a Voluntary Contribution
- e) use other functions that the Website provides to Donors free of charge;
- f) The donor is obliged to provide accurate and true data, especially in the scope of: first name, last name, address of permanent residence, email address.
- g) Smile for others, oz reserves the right to unilaterally withdraw from all agreements with the Donor on the grounds that the Donor provided inaccurate, false, incomplete or out-of-date data and did not correct, supplement, or provide evidence within the additional period set by Smile for others
- h) The corporate donor is obliged to deliver all declarations, documents, data necessary and appropriate for the realization of his Gift, and at the same time he must provide the identity of his representative - a natural person who is authorized to act on his behalf. Companies based in Slovakia and the Czech Republic have the opportunity to contact Smile for Others about the so-called Charity advertisement. If feasible, they can add such a document to their corporate expenses.
- i) In the case of a group of Donors / Team, in addition to the Nickname, it is also necessary to provide the data of at least one natural person - a representative of this Team.