# TERMS OF USE AND DISCLAIMER

Thank you for choosing to find out more about the humanitarian project **Helping to Leave** by visiting our website. The following Terms of use regulate the provision and use of the internet access service of "**Helping to leave**" **z.s.**, address: května 162/70, Hořovice, Czech Republic, 26801, Identification Number: 170 65 925. These website terms of use and the disclaimer (collectively referred to as "Terms") govern our relationship and we request that you review them carefully before using our website. If you have any questions or concerns about these terms, please contact us on legal@helpingtoleave.org

# 1. ABOUT US

We evacuate people from areas of military conflict, namely – from Ukraine, as well as provide help and evacuate people from occupied territories and those who were forcibly displaced (deported or transfered) to Russia. Our mission is to keep people safe and meet their immediate needs. Our team of operators is on call 24/7 to provide consultation for those seeking help, and guide them through the evacuation process. We help by providing financial aid, informational support, and even psychological counseling.

#### 2. ACCEPTANCE OF OUR TERMS

These terms apply to all the websites of "Helping to leave" z.s. including <u>https://helpingtoleave.org/en</u>. By using our websites, You confirm that You accept these Terms and that You agree to comply with them. If You do not agree to these Terms, you must not use our websites. We recommend You to print a copy of these Terms for future reference.

# 3. CHANGES TO OUR TERMS AND/OR WEBSITES

We may amend our Terms from time to time and the revised version will be effective at the time we post it, unless otherwise noted. Every time You wish to use our websites, please check these Terms to ensure You understand the Terms that apply at that time. These terms were most recently updated in May 2022. Your continued use of our website following the posting of any changes to this webpage constitutes an acceptance of these Terms on your part.

We may also update and change our websites from time to time to reflect changes to our activities, user needs and organizational priorities or for any other reason that we believe necessary. We do not guarantee that our websites, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our websites for operational reasons. We will try to give You reasonable notice of any suspension or withdrawal where possible.

### 4. USING OUR WEBSITES

We are the owner or the licensee of all intellectual property rights in our websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off copies, and may download extracts, of any page(s) from our websites for your own personal reference. Except where otherwise noted, the work on our websites is licensed under <u>CC BY-ND 4.0</u> (Attribution-NoDerivatives 4.0 International). Our status as the authors of content on our websites must always be acknowledged.

If you print off, copy, download or distribute any part of our websites in breach of these Terms, your right to use our websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

# 5. YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy and in accordance with <u>General Data</u> <u>Protection Regulation</u> (GDPR).

### 6. CONTENT ON OUR WEBSITES

"Helping to leave" z.s. makes all reasonable effort to ensure that the information presented on its websites is accurate at the time it is published, but accepts no liability whatsoever for correctness, reliability, topicality or completeness, and makes no representations, warranties or guarantees, whether express or implied, in this regard. "Helping to leave" z.s. assumes no responsibility for any direct or indirect loss suffered by users or third parties in connection with the use of the websites.

# 7. VIRUSES AND OTHER TECHNOLOGICALLY HARMFUL MATERIAL

We do not guarantee that our websites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our websites. You should use your own virus protection software.

You must not misuse our websites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our websites, the server on which our websites are stored, or any server, computer or database connected to our websites. You must not attack our websites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offense under the Czech law, namely, the Act No 40/2009 Coll., the Czech Criminal Code, as amended and the Act No 141/1961 Coll., the Code of Criminal Procedure, as amended. We will report any such attempt or actual breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our websites will cease immediately.

#### 8. WEBSITES THAT WE LINK TO

Where our websites contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no influence whatsoever over these websites and assume no responsibility for the accuracy, completeness or legality of the content of these websites.

#### 9. RULES ABOUT LINKING TO OUR WEBSITES

You may link to our homepages, provided you do so in a way that is fair and legal and does not damage our reputation or commercially take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our websites in any website that is not owned by you. We reserve the right to withdraw linking permission without notice at any time. If you wish to link to or make any use of content on our websites other than that set out above, please contact legal@helpingtoleave.org.

# 10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Please note that we only provide our websites for a humanitarian purpose and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We make all reasonable effort to ensure that the information presented on its website is accurate at the time it is published, but accepts no liability whatsoever for correctness, reliability, topicality or completeness. We have no liability to you for any direct or indirect loss suffered (including loss of profit, loss of business, business interruption or loss of business opportunity) by users or third parties in connection with the use of our websites.

#### **11. GOVERNING LAW AND JURISDICTION**

These Terms, their subject matter and their formation, are governed by Czech law where applicable. You and we both agree that the courts of Czech Republic will have exclusive jurisdiction.

Last reviewed: 12 May 2022