

Terms and Conditions of Website Use

1. This site is operated by the project: **Integrated services for ambitious renovation for clean energy transition in North Macedonia's buildings** ("OSS Habitat") having its coordinator Habitat for Humanity Macedonia, Nikola Parapunov, no. 41, 1000 Skopje
2. Please read these terms and conditions ("**Terms and Conditions**") as they apply to your use of the [<https://osshabitat.mk>] website (the "**Site**"). If you do not agree to these Terms and Conditions, you must leave the Site.
3. By using the Site, you accept and agree to be bound by these Terms and Conditions. Project OSS Habitat may change these Terms and Conditions from time to time. By continuing to access the Site following any such change, you accept and agree to be bound by all changes. Every time you wish to use our Site, please check these Terms and Conditions to ensure you understand the terms that apply at that time.

4. Content

- 4.1. Project OSS Habitat maintains the Site as a service to users. The information contained on the Site is for informative purposes only. Subject to paragraph 7.1 below, you may visit the Site, download and copy information, documents and materials provided by the project OSS Habitat or various information or content providers (collectively, the "**Materials**") from the Site for your personal, non-commercial use, without any right to resell, redistribute or create derivative works therefrom, subject to these Terms and Conditions.
- 4.2. The content as presented in the Site may vary depending upon your browser functionality and limitations. Project OSS Habitat accepts no liability if you cannot view any part or component of the Site.
- 4.3. Project OSS Habitat reserves the right to change or remove any material on the Site, including by revising and/or deleting features or other information. Project OSS Habitat may also deny any user access to the Site or any portion thereof. In relation to this, project OSS Habitat shall have no obligation to take the needs of any user into consideration.
- 4.4. The Site may contain hyperlinks or references to external third party websites. Any such hyperlink or reference is provided for your convenience only. Project OSS Habitat has no control over such third party websites and accepts no responsibility in relation to any content, material or information contained in these websites.
- 4.5. You may link to the Site without seeking the permission of project OSS Habitat, provided you do so in a way that is fair and legal, does not damage our reputation, and does not suggest any form of association, approval or endorsement on our part. Such links must clearly identify OSS Habitat project as the source of information displayed on the Site and preserve the integrity of the Site without alteration. OSS Habitat project reserves the right to refuse permission to link to the Site and may demand, at any time, that you cease to link to the Site.
- 4.6. The Site may contain advice, opinions and statements of various information or content providers. OSS Habitat project does not warrant or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information or content provider, or any user of these Site, or other person or entity. Reliance upon any such opinion, advice, statement or other information shall also be at your own risk. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

5. Our liability

Acronym: OSS Habitat, Grant Agreement Number 101166954, LIFE-2023-CET

- 5.1. The Site is provided on an "as is" and "as available" basis without warranty, guarantee, condition or commitment of any kind, whether expressed or implied. OSS Habitat project makes no representation, warranty, guarantee, commitment in relation to the provision of the Site including those as to the availability, completeness, accuracy of any Material provided through the Site.
- 5.2. To the maximum extent permitted by applicable law, OSS Habitat disclaims and excludes all liability (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) arising from any inaccuracy, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any of the Materials on the Site. Under no circumstances shall OSS Habitat project be liable to you for any loss or damage suffered (both direct and indirect losses) arising from your use of the Site.

6. Restrictions and terminations

- 6.1. Where a login and password is required, you acknowledge and agree that OSS Habitat project may, in its sole discretion, deactivate your login name and password and in doing so, prevent your access to the Site.
- 6.2. Where applicable, you agree to keep your login name and password of your registered account confidential and will not allow other third parties to access the Site using your account details.

7. Your obligations

- 7.1. While using the Site, you may not:
 - post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, derogatory or otherwise objectionable information of any kind, including any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, violate any applicable law or regulation, or damage the goodwill and reputation of OSS Habitat project;
 - post or transmit any advertisement, solicitation, chain letter, pyramid scheme, investment opportunity or commercial scheme of any kind, or other unsolicited commercial communication;
 - post or transmit any software or material which contains any "virus", "trojan horse", "worm", "data bomb", "logic bomb" or any other similar component;
 - copy, modify, licence, create derivative works from, transfer, post, publish, republish, transmit, retransmit, reproduce, distribute or in any way exploit or use:
 - Materials obtained through the Site for commercial purposes; or
 - Materials, or any derivative work of such Materials, obtained through the Site which are subject to the copyright or any other intellectual property rights of a third party. If you wish to copy, modify, licence, transfer, post, publish, republish, transmit, retransmit, reproduce, distribute or in any way exploit or use such Materials, or any derivative work of such Materials, you must first obtain the necessary permission of the owner.
- 7.2. You agree not to restrict, limit or inhibit any other person's use of the Site.
- 7.3. You agree to defend, indemnify and hold OSS Habitat project harmless from any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising in any way from your use of the Site or any violation of these Terms and Conditions by you or, where applicable, by any users of your registered account.

8. Forums

- 8.1. If the Site contains a bulletin board, chat room, or other message or communication facility (collectively, the "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following:
- defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
 - upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
 - upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
 - delete any author attributions, legal notices or proprietary designations or labels in any Materials that are uploaded;
 - falsify the origin or source of software or of the Materials contained in a file that is uploaded;
 - advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters;
 - download any file posted by another user of the Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- 8.2. You acknowledge that all Forums are public and not private communications. Further, you acknowledge that chats, postings, conferences, e-mails and other communications by other users are not endorsed by project OSS Habitat, and that such communications are not subject to review, screening, or approval by OSS Habitat project.
- 8.3. You accept that OSS Habitat project is under no obligation to monitor the use of any Forums and that the use of such Forums is subject to such directions or instructions as may be issued by OSS Habitat project at any given time and at the sole discretion of OSS Habitat project.
- 8.4. OSS Habitat project reserves the right for any reason and at its sole discretion to edit or remove without notice any content of the Forums, including e-mail and bulletin board postings.

9. General

- 9.1. Nothing in these Terms and Conditions shall be construed as a waiver, renunciation or modification by OSS Habitat project of any immunities, privileges and exemptions of OSS Habitat project accorded under the international convention or any applicable law.
- 9.2. These Terms and Conditions shall be governed by and construed in accordance with EU law. Any non-contractual obligations arising out of or in connection with these Terms and Conditions shall be governed by and construed in accordance with EU law.
- 9.3. The failure of OSS Habitat project to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of these Terms and Conditions shall be unaffected and remain in full force and effect.

- 9.4. Unless you have an express contractual relationship with OSS Habitat project, these Terms and Conditions constitute the entire agreement between OSS Habitat project and you in respect of the Site.

