

ISAC Terms and Conditions

Welcome to ISAC - International Society for Arts and Culture!

Below you will find the Terms and Conditions (TC) governing the use of www.isac-eu.org and all of its sub-domains and aliases of these domains (ISAC Website(s) and all websites and aliases under the ISAC family).

When using the ISAC Websites please bear in mind that www.isac-eu.org is a genuine online community, and any information you disclose about yourself and everything you upload can generally be freely viewed, copied, used, and passed on by others. By registering to use the ISAC Websites you consent to the following TC.

If you use ISAC as an individual i.e. for a purpose that is not related to commercial or freelance activity, please also see the provisions set forth in Section 14 of these TC (individual's Right to Cancellation):

1. Scope

1. The provisions of these TC govern the entire legal relationship between the validly registered user (user) and ISAC and are applicable to all services provided to the user or offered on the ISAC Websites and family (Funnylicious, Story Nights or service(s)) and also to all of the user's actions, contents, or other material relating to the ISAC Websites. No conflicting terms of use or conditions of the user shall be applicable and are hereby rejected. The complete and valid TC is available in a printable and storable form.
2. The user enters into this agreement on the use of services with International Society for Arts and Culture, o.z. (ISAC), Landererova 8 Bratislava, Slovakia. In so far as these TC mention other users of the ISAC Websites, these TC shall also govern the interaction between users. However, no user shall claim rights under this agreement against other users without prior consent of ISAC.
3. ISAC reserves the right to amend these TC at any time insofar as these amendments are based on legitimate interests and not unreasonable for the user. The amendments to the TC shall be effective from that point in time.

2. Services

1. ISAC provides the user with an internet platform which incorporates technical applications that allow the user to establish contact and share information with other users. This service as being made available via the ISAC Websites includes upload, download, and posting options regarding materials and information which ISAC, the user, or other users want to share on the ISAC Websites (content(s)). The ISAC online platform also provides for technical functions which allows users to follow, tag and message other users within the member area. The services are described in detail on the ISAC Website.
2. ISAC is not responsible for or party to any agreements that users make by communicating over ISAC Websites. The principles set forth in this Section 2.2 shall also apply to any agreements between users and third-party service providers providing supplemental services embedded in or linked to the ISAC Websites. Such third-party service providers are acting independently from ISAC, and ISAC does not accept any liability for third parties' acts or omissions.
3. Users who want to take advantage of the services provided on ISAC Websites have the option to register for a free membership.
4. The services include offers to join certain groups or subgroups and other forums on the ISAC Websites. ISAC is not responsible or liable for the participation or any action of the user or any other users, including the group moderator, in the group.

5. ISAC reserves the right to modify the services or to offer services different from those offered at the time of the user's registration at any time provided such modifications are based on good reason and not unreasonable for the user.
6. The user understands that it is technically impossible to offer or guarantee a 100% availability of the ISAC. ISAC will make reasonable efforts to keep the ISAC Websites available without unplanned interruption. However, maintenance, security or other planned actions, and/or events beyond ISAC's reasonable control (e.g. disruptions in public communication networks, power failures), may cause temporary interruptions or other failures of the services.

3. Registration

1. To sign up for an ISAC membership, users must apply for membership by completing the registration procedure on the ISAC Website. By completing the registration procedure, the user consents to enter into this agreement to use the services. ISAC accepts this offer by activating the user's membership and personal account.
2. The user guarantees that the information submitted to ISAC for registration is complete and truthful. The user shall not use pseudonyms, however, ISAC may allow exemptions at its sole discretion. The user shall keep the user's profile up to date, in particular with regards to the user's email address. The user shall ensure that ISAC can establish contact at all times with the user via the contact details provided by the user in the user's profile on the ISAC Website. However, ISAC will preferably make any communication with the user via the user's personal Membership Section on the ISAC Website.
3. ISAC reserves the right to refuse membership of any user for any or no reason. A user has no right to membership within the ISAC community.
4. The user hereby confirms that the user is of legal age at the time of registration and has not already registered with ISAC, i.e., only maintains one (1) user account.
5. User accounts are not transferable.
6. During registration, the user must determine a password which they will use to identify themselves to access the Website(s), the services, and the user's personal account. The user is responsible for keeping the password secret and preventing other persons from accessing the user's account via this password. The user agrees to notify ISAC immediately of any unauthorized use of the user's password or account or any other breach of security through the contact form available on each ISAC Website. The user promises to immediately inform ISAC if there is any indication that the password is being used by third parties. ISAC will not be liable for any loss or damage arising from the user's failure to properly comply with this section.
7. As far as the user is in breach of the provisions in this Section 3, ISAC shall be entitled to terminate this agreement for good cause with immediate effect, to block the user's account and/or to prevent further use of the services and the website(s) by the user. Any other rights of ISAC shall remain unaffected.

4. Prices and Payment

1. ISAC Membership is free of charge. It is possible for members to make a monthly or on-off donation to help offset the cost of running ISAC websites. The Donation is possible to be made online directly via www.isac-eu.org.

5. User's Obligations

1. The user shall only provide true and accurate personal, social, and professional information. The user shall not use any nicknames or pseudonyms to identify the user.
2. The user shall not use, upload, post, email, send, transmit, or otherwise make available (in particular towards other users), or have others make available on the ISAC Websites, any contents that violate laws and statutes in any manner (illegal contents), such as, but not limited to:
 1. Contents breaching third-party rights - e.g. copyright, performance, and commercial property rights such as brands, patents, registered designs, design rights, and also other rights, for example name and personality rights;
 2. contents which are insulting or defamatory, regardless of whether said contents are directed at ISAC personnel, other companies, or another user;
 3. contents and actions violating criminal law, promoting anti-constitutional organizations or displaying the insignia of such organizations; contents glorifying violence; racist, pornographic, sexist contents; contents harmful to young persons; contents trafficking in narcotics, inciting or downplaying the consumption of narcotics, inciting criminal offenses, gambling, insult or slander, defamation, etc.;
 4. contents promoting any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling, or pyramid sales);
 5. contents annoying, pestering, or harassing any other user; e.g. spam, chain letters, multi-level marketing, or multi-level network marketing);
 6. contents which include information for which the user has no right to disclose or make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information, insider information, etc.);
 7. contents that contain company logos. This excludes employees and volunteers of ISAC, who may use the ISAC logo;
 8. contents intended to disrupt, destroy, limit, or impair services on the ISAC Websites or the functionality of any computer software or hardware or telecommunications equipment, in particular through robots, spiders, spamming, DOS attacks, chain mail, junk mail, scripts, etc.
3. When using such services, the user shall adhere to all ISAC Networking, Forum, Content, Event, and Activity Guidelines as amended from time to time.
4. The user shall not
 1. send identical messages to more than one (1) user on the ISAC Websites;
 2. disguise the origin of any communication via the services or disguise the user's own identity while using the services in any way;
 3. disobey any requirements, procedures, policies, or regulations set up for the use of the services on ISAC Websites by ISAC;
 4. interfere with or disrupt the ISAC websites, its servers, or General Terms and Conditions of ISAC family connected to ISAC. Nor shall the user engage

in acts that impair the operability of ISAC's infrastructure, particularly those which may overload the said infrastructure;

5. block, overwrite, modify, or copy any contents on ISAC Websites, unless the said actions are necessary for the proper use of the services. The use of any search engine technology is not necessary for the proper use of the services and is therefore prohibited;
 6. tag other users or send email invitations to non-users without their prior consent.
5. In the event ISAC has good reason to believe that the user has breached his/her obligations under this Section 5, the user agrees that ISAC shall be entitled to review the user's personal data, communication and networking, however, only to the extent as required to verify such breach.

6. Granting Rights to Use

1. The user grants ISAC all rights necessary with respect to contents to fulfill the purpose of this agreement.

In particular, the user grants ISAC the royalty-free, perpetual, irrevocable, non-exclusive, universally transferable, and fully sub-licensable right to:

1. to store all contents (in particular images, videos, text, etc.) uploaded or posted during the use of the ISAC Websites in an electronic form,
 2. to make the same available to other users and third parties and to disseminate the same to other users and third parties upon demand by way of download, and also to permit other users and third parties to make virtual or physical copies of these contents for their personal or other own use,
 3. to reproduce, disseminate, make generally available, and broadcast all uploaded contents on all websites or other platforms and services operated by ISAC (in particular TV, advertising, print media, radio, internet, mobile internet),
 4. to process the contents in a user-friendly form, make the same amenable for research and process the same such that other users and third parties can access the same at any time. This includes converting the contents into other data formats. ISAC is also granted the right to process the contents with respect to visual appearance, font, layout, scaling etc. ISAC shall have the right to combine the contents or parts thereof with its own or third-party contents, in particular to add links to the contents or make the same available to third parties via links,
 5. to amend, shorten, block, or suspend access to, and delete any contents provided by the user.
2. With respect to all contents described above, the user hereby waives the exercise of all moral rights as far as legally possible, in particular with respect to infringements through changes to the contents made by ISAC or third parties.
 3. The user hereby warrants that with respect to the entire contents furnished by the user, the user is the holder of the corresponding intellectual property rights or is entitled to use and transfer rights of use (in particular for publication, reproduction, and dissemination) to the extent necessary and required under these TC and during the course of the contents being used on the ISAC Websites without the infringement of any third-party rights.

4. The user hereby acknowledges the right of ISAC to publish any photographs or film footage taken at ISAC Official Events or Activities on the ISAC Websites and/or on any platform approved by ISAC. Should the user wish to refuse the same, the user must clearly express this wish to the photographer or cameraman at the Event or Activity. Should the user wish to have ISAC remove a photograph already published on the ISAC Website, the user must contact ISAC through the contact form available on each ISAC Website under [Contact](#).

7. No Responsibility for the User's and Third-Party Contents

1. ISAC shall not be liable for any contents provided by or made available by any user, including the user's contents. In particular, ISAC does not guarantee that any such contents are true or accurate, or that it fulfills or serves any particular purpose.
2. If the user finds contents offensive or objectionable, or a breach of the user's or any third-party rights, or illegal in any other way, the user shall contact ISAC through the contact form available on each ISAC Website under [Contact](#). ISAC will investigate the complaints and violations of its policies and may take any appropriate action, including, but not limited to issuing warnings, removing or blocking the contents, or terminating accounts and/or subscriptions.
3. The user acknowledges that the ISAC Websites include and provide contents provided by third-party providers as well as links to websites of third parties (altogether third-party contents). ISAC shall not be liable for any such third-party contents, but will comply with its obligations in accordance with the Slovak Act for Media Services.

8. Terms of Termination, Reimbursement of Advance Payments

1. This agreement shall remain valid and binding as long as the user uses the services. Both parties may terminate this agreement without cause according to Sections 8.2; both parties may terminate this agreement with cause in accordance with Section 8.3.
2. Both parties may terminate the Membership at any time without cause.
3. A party may by written notice to the other party terminate this agreement for good cause, taking into account all circumstances of the individual case and weighing the interests of either party against the other party. On the part of ISAC, this is the case in particular if
 1. the user, when using the service, fails to comply with any applicable statutory legal requirements or substantial contractual obligations as set forth in these GTC;
 2. there is a cause in the person of the user or in the user's activities in relation to the ISAC Websites which may substantially impair the reputation of the ISAC Websites or ISAC family.
4. In the event of a good cause and notwithstanding ISAC's right to terminate the agreement, ISAC is entitled to:
 1. delete or block the contents posted by the user,
 2. send the user a notice detailing the cause and claiming remedy of the cause, or
 3. block the user's access to the services.

5. The user shall not be entitled to claim reimbursement of any advance payments made by the user if ISAC has terminated the agreement or blocked the user's access for good cause.

9. Privacy

ISAC acknowledges that any personal data provided by the user to ISAC is extremely important to the user. ISAC shall comply with all applicable legal provisions regarding data protection (Slovak Data Protection Laws, European Data Protection Directives, and any other applicable data protection legislation). In particular, ISAC shall not provide or otherwise disclose any personal data of the user to any third party without consent, unless ISAC is required by statutory applicable law to reveal the data to third parties, in particular government or regulatory bodies, or if the transfer of data is necessary for operation of debiting procedures as described in Section 4.1 above. Details on ISAC's handling and processing of the user's personal data are set forth in the Privacy Policy of ISAC family for the use of the services under the top level domain www.isac-eu.org accessible on each ISAC Website under Privacy Policy.

10. Liability of ISAC

1. Subject to the provisions set out in this section, ISAC shall NOT be liable for any damages, irrespective of the cause of action, including tort, which (i) are caused by negligent violation of an essential contractual obligation and on which fulfillment the user can rely on under normal circumstances, or (ii) are caused by gross negligence or willful misconduct of ISAC.
2. ISAC shall not be liable for any consequential, incidental, or indirect damages unless those damages are caused by ISAC's gross negligence or willful misconduct.
3. Nothing in this Section 10 shall limit ISAC's liability for personal injury and property damage claims based on the Slovak Product Liability Act.
4. ISAC only provides the technical infrastructure which is necessary for its users to communicate and to interact with other users. Each user is solely responsible for his/her behavior and his/her interaction with other users. In particular, ISAC does not conduct a background check of its users and does not verify any statement from its users. Therefore, ISAC shall not be liable for any user's behavior and interaction with other users.
5. Furthermore, ISAC only provides the infrastructure for ISAC users to organize activities and events or to interact with each other. Therefore, save as stipulated otherwise herein, under no circumstance shall ISAC assume legal responsibility for damages related to such Activities or to other interaction between its users. Nor is ISAC legally responsible for the behavior or actions of ISAC users or any other attendees during such Activities.
6. The Activity Coordinators are in no way legally connected to ISAC, and, in particular, not employees of ISAC. Thus, ISAC does not accept any legal responsibility and liability for damages resulting from the behavior and actions of Activity Coordinators. Nevertheless, Sections 10.1, 10.2, and 10.3 shall apply mutatis mutandis for the benefit of the Activity Coordinators, with the addition that their liability for slight negligence shall be excluded in total. Nor are they legally responsible for the behavior or actions of ISAC members or any other attendees during such Activities.
7. Furthermore, ISAC events are organized on a voluntary basis. Therefore, save as stipulated otherwise herein, under no circumstance shall ISAC assume legal responsibility for damages related to such Events or to other interaction between its users. Nor is ISAC legally responsible for the behavior or actions of ISAC users or any other attendees during such Events.

8. The ISAC volunteers are in no way legally connected to ISAC and, in particular, not employees of ISAC. Thus, ISAC does not accept any legal responsibility and liability for damages resulting from the behavior and actions of ISAC volunteers.
9. To the extent, the afore-mentioned Sections 10.1 through 10.9 provide for exemptions or limitations of liability of ISAC, these Sections shall also apply mutatis mutandis to the benefit of ISAC's representatives and employees as well as its vicarious agents.

11. Indemnity

The user shall indemnify and hold ISAC harmless and not accountable for claims for breach of third-party rights for which the user is responsible or any damage which is caused by a breach of any contractual obligations by the user. In particular, the user shall indemnify and hold ISAC guiltless and not accountable for claims by third parties resulting from any illegal acts by the user, in particular with respect to contents provided by the user infringing third-party rights or otherwise illegal contents. In so far as such infringement of rights result in court proceedings, the user shall also bear the costs incurred by ISAC as a result, in particular court and attorney costs.

12. Methods of Communication with the User

Unless otherwise stated in these TC, the user shall submit all notices to ISAC and shall communicate with ISAC through the contact form available on each ISAC Website under [Contact](#). In any event, any mandatory form requirements under statutory laws and under Section 14 shall remain unaffected.

13. Miscellaneous

1. If any provision of these TC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The same consequence shall apply to unintended gaps within these TC.
2. The place of performance under these TC shall be ISAC's main place of business.
3. Place of jurisdiction, insofar as legally admissible, shall be Bratislava, Slovakia. This shall not impair any consumer jurisdiction forum competent for a dispute.
4. Save as provided otherwise in this Section, these TC and the contractual relationship shall be governed by Slovak Law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14. Consumer's Right to Cancellation

Right to Cancellation and Exercise of Such Right

The user may cancel his/her Membership anytime without stating a reason.

In order to exercise the cancellation right, the user must inform ISAC directly via email (in written form) to state that he/she no longer wishes to be listed as a member of ISAC.

Email: hello@isac-eu.org

• Content Disclaimer

To the best of our knowledge, all information in articles on ISAC Websites published by ISAC family is accurate and up-to-date at the time of publication. However, the ISAC Office makes no claim that the information contained in these articles is complete, nor do we give any guarantee whatsoever on the accuracy of the content. While all our articles are reviewed regularly, some of the information might have changed since the time of publication or the last review.

The articles are neither legal advice in any way, nor can they replace the knowledgeable opinion of lawyers or other professionals in the various fields discussed in the articles.

Please note that ISAC is not responsible for the accuracy of and opinions expressed in member-contributed articles.

The articles aim to offer current and future expats a glimpse into what awaits them and intends to inform them about the different aspects of expat life. However, we cannot be held responsible if the user's own experiences differ from what is presented in the articles.

Effective Date: July 10th, 2017