

Terms of Use

Welcome to the OPAL Teacher Training website (the "Site"). The Site is owned and operated by OPAL, obrt za usluge, vl. Eva Bošković, Valpovo, Ulica dr. Franje Tuđmana 1 and is intended for use by teachers and educators who are interested in learning more about our teacher training courses and purchasing teaching resources. By accessing and using the Site, you ("User") agree to be bound by these terms and conditions (the "Terms of Use"). If you do not agree to these Terms of Use, do not use the Site.

1. Use of Site

The Site and its contents are intended solely for personal, non-commercial use. You may not use the Site or its contents for any other purpose. You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by us in writing.

2. Intellectual Property

The content on the Site, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to OPAL, subject to copyright and other intellectual property rights under the law.

Content on the Site is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

3. Registration

Certain areas of the Site may require you to register and create an account. If you choose to register and create an account, you agree to provide accurate and current

information about yourself, and to promptly update such information if there are any changes. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account.

4. User Generated Content

The Site may allow users to post, upload, or transmit content, including but not limited to, text, photos, and videos ("User Generated Content"). By posting or transmitting User Generated Content on or through the Site, you represent and warrant that:

- (a) you are the sole owner of the User Generated Content or have all rights, licenses, consents and releases necessary to grant to OPAL the rights in such User Generated Content as contemplated under these Terms of Use;
- (b) the User Generated Content is accurate and not misleading or harmful in any way;
- (c) the User Generated Content does not and will not infringe any third party's intellectual property rights or rights of publicity or privacy;
- (d) the User Generated Content does not contain any viruses, adware, spyware, worms or other harmful or disruptive code;
- (e) the User Generated Content does not and will not violate any applicable laws or regulations.

By posting or transmitting User Generated Content on or through the Site, you grant to OPAL a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Generated Content in any media or through any form of technology, whether now known or hereafter developed, and to allow others to do so.

5. User Conduct

You agree to use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- (a) in any way that violates any applicable local, national, or international law or regulation;
- (b) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;

(c) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm OPAL or users of the Site or expose them to liability;

(d) to use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

6. Disclaimer of Warranties

The Site is provided on an "AS IS" and "AS AVAILABLE" basis. OPAL makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the information, content, materials, or products included on the Site.

To the full extent permissible by applicable law, OPAL disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. OPAL does not warrant that the Site, its servers, or any emails sent from OPAL are free of viruses or other harmful components.

OPAL will not be liable for any damages of any kind arising from the use of the Site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

7. Limitation of Liability

OPAL will not be liable for any damages of any kind arising from the use of the Site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

8. Indemnification

You agree to defend, indemnify, and hold harmless OPAL, its affiliates, and their respective officers, directors, employees, and agents, from and against any claims, actions, or demands, including without limitation, reasonable legal and accounting fees, alleging or resulting from your use of the Site or your breach of these Terms of Use.

9. Governing Law

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Republic of Croatia, without giving effect to any principles of conflicts of law.

10. Dispute Resolution

Any dispute arising out of or relating to these Terms of Use or the Site shall be resolved through binding arbitration in accordance with the Rules of International Commercial Arbitration of the Croatian Chamber of Commerce. The arbitration shall be conducted in the Republic of Croatia.

11. Entire Agreement

These Terms of Use constitute the entire agreement between you and OPAL and govern your use of the Site, superseding any prior agreements between you and OPAL.

12. Changes to Terms of Use

OPAL reserves the right to update or modify these Terms of Use at any time without prior notice. Your continued use of the Site following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

13. Contact Us

If you have any questions about these Terms of Use or the Site, please contact us at hello@opalteachertraining.com