

GENERAL TERMS OF USE OF THE WEB PLATFORM

GENERAL INFORMATION

OWNER : SUPERZNALAC d.o.o., Zagreb, Bosiljevska ulica 47A
OIB: 59779016358

Bank account opened with Zagrebačka banka d.d., IBAN: HR7923600001103020189, SWIFT: ZBAHR2XXXX. The company is registered at the Commercial Court in Zagreb, MBS: 081460345, OIB: 59779016358, share capital: 2.654,46 eur, paid in full.

Director: Josip Bešlić, OIB: 65992475190, Posušje, Tina Ujevića 8

Customer service e-mail address: superznalac1@gmail.com

1. INTRODUCTORY PROVISIONS

These General Terms of Use regulate the contractual relations between SUPERZNALAC d.o.o. as a Supplier of digital content that you access and which are located on our web platform on the website www.superclever.world. (hereinafter referred to as SUPERCLEVER platform) and you as a User of the same.

By creating a user account on our SUPERCLEVER platform, you accept the rights and obligations under the contract for the delivery of digital content as a User and accept these General Terms of Use, privacy notice and Cookie Notice which are an integral part of these General Terms and Conditions.

Please read these General Terms of Use, Privacy Notice and Cookie Notice before using our SUPERCLEVER platform, as by the use of our SUPERCLEVER platform and by the use of our digital content and digital services it is assumed that you are familiar with them at all times and that you have understood them in their entirety. In case of non-acceptance of these General Terms of Use, you do not have the right to use or access our SUPERCLEVER platform, and if there are any ambiguities, don't hesitate to get in touch with us at the e-mail address superznalac1@gmail.com before starting use and joining our SUPERCLEVER platform. It is also a CUSTOMER SUPPORT contact that you can always contact us as our customers.

2. MEANING OF TERMS USED IN THE GENERAL TERMS OF USE

SUPERZNALAC means the company SUPERZNALAC s d.o.o. with its registered headquarters in Zagreb, which delivers digital content and provides digital services and is the holder of rights on the domain www.superclever.world and manages it. Also, terms like Us, Ours also denote SUPERZNALAC.

SUPERCLEVER FRANCHISE designates an international network of franchise branches

The SUPERCLEVER platform means a closed website www.superclever.world owned by SUPERZNALAC d.o.o., i.e. a web platform that can only be accessed by registered and approved users, which contains digital content related to the giving lessons within the Superzナルac or Superclever program, and which is primarily used by franchisees and master franchisees for administrative purposes, teachers or educators for the purpose of executing the program and parents who can access information on the attendance of the Superzナルac or Superclever program and the results of their child, where possible and permitted in accordance with the agreement for attending Superzナルac or Superclever program.

The USER is an adult person who uses digital content on the SUPERCLEVER web platform on the basis of a master franchise agreement, a franchise agreement or a agreement for attending the Superzナルac or Superclever program, and to whom the person has been granted a user profile and authority in accordance with the contract under which he uses digital content on the web platform.

ROLES indicate the type of users with different levels of authorization who access the SUPERCLEVER platform on the basis of a master franchise agreement, franchise or superclever program attendance agreement, which are divided into the roles of SUPERADMINISTRATOR, MASTERADMINISTRATOR, ADMINISTRATOR, TEACHER AND PARENT

3. TERMS OF DELIVERY

In order to be able to fully use all the functionalities of our SUPERCLEVER platform and access and use digital content, it is necessary that you have certain technical requirements, which includes at least a device with internet access and a stable Internet connection that allows proper display of the SUPERCLEVER platform interface, active email address, cookies enabled (more about cookies [here](#)) and the latest valid and updated version of the internet browser (such as Chrome, Firefox or Edge).

SUPERZNALAC is not responsible for any damage caused to the USER due to the use of our SUPERCLEVER platform and the way you access it. Also SUPERZNALAC is not responsible for the permanent unavailability and functionality of the SUPERCLEVER platform if it is also caused by a force majeure event, and is also not responsible for any damage caused by manipulation of the internet user's computer system by unauthorized persons. In this context, SUPERZNALAC specifically warns of the dangers of computer viruses and the possibility of targeted attacks by hackers, despite making great efforts in the security and protection of data on the SUPERCLEVER platform.

SUPERZNALAC offers digital content and digital services on the basis of "As Is" and "As Available" without any promise of any kind, express or implied, warranty or representation regarding the completeness, safety, reliability, quality, accuracy and availability of the SUPERCLEVER platform.

Without limiting the foregoing, SUPERZNALAC makes no promises, does not represent or warrant that it is or that the digital content on the SUPERCLEVER platform or any part

thereof will be complete, accurate, reliable, error-free or interrupted, that the errors will be removed, that the internet stations or servers that make them available are free of viruses or other harmful components, or that the digital content will meet the needs or expectations of the USER.

With regard to liability for damages not regulated by these General Terms of use, the provisions on general liability for damages of the Civil Obligations Act of the Republic of Croatia apply, and if the provisions of these General Terms are translated into other languages, they will be interpreted according to the original version in Croatian.

4. USERS

When opening user profiles or entering users into the system, the following data are entered: username, first name, surname, email, password, country, city, school within franchise network, role, and date of birth. If the role is a parent, an additional window opens to enter information about that parent's child attending programs in one franchise office SUPERCLEVER.

Users with roles SUPERADMINISTRATOR, MASTERADMINISTRATOR, ADMINISTRATOR and TEACHER are not consumers, but access the SUPERCLEVER platform within their business, and for opening a user profile they receive instructions and approval from SUPERZNALAC d.o.o.

In order to become a USER with the role of PARENT, you must first contact the franchise branch where your child attends superclever programs.

All data required for registration must be true, and the email address must be valid and corresponding to the USER. It is expressly forbidden to use or use other people's data.

Registration or user account is created only for one person and it is not allowed to communicate registration or user account information to third parties. The user is obliged to keep information about his security password and user account. It is not allowed to use someone else's registration or user account. The USER is liable to SUPERZNALAC for damage caused by the misuse of the username and password by an unauthorized third party to whom he has enabled the use of them. The USER is obliged to notify superzanalac without delay in case of knowledge of facts that indicate the possibility of misuse of the username and /or password.

For violation of the provisions of the General Terms of use from this chapter, SUPERZNALAC reserves the right, in its sole discretion, to terminate the registration or user account of the USER, without the obligation to compensate the USER for any cost or damage.

All USERS who have access to the data of other users according to their role, and which are not anointed, are obliged to access such data with the utmost care and not disclose it to anyone else.

5. PROTECTION OF PERSONAL DATA

SUPERZNALAC pays special attention to the protection of the privacy of personal data, and for detailed information on the processing of your personal data when SUPERZNALAC is in the role of controller or processor, be sure to read our Privacy Policy and Cookie Notice.

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including copyrights, trademarks, rights on unprotected/unregistered marks such as logos, industrial designs, domain names, know-how, trade secrets, etc.) on the content contained on our PLATFORM SUPERCLEVER belong exclusively to SUPERZNALCU d.o.o.

Everything contained on the SUPERCLEVER platform, including the platform itself, its design, interface and all content contained therein, are protected by copyright owned by SUPERZNALAC. The USER may use digital content and digital services only in a way that does not constitute copyright infringement. The USER is not and cannot become the owner or holder of rights in any part of the digital content that is protected by copyright. The USER is not and cannot become the owner or proprietor of trademarks, rights on unprotected / unregistered marks such as logos, registered or unregistered industrial designs, domain names, etc.

The USER has the right to use the content contained on the SUPERCLEVER platform only for the purpose of fulfilling obligations and exercising rights under the master franchise agreement, franchise agreement or agreement for attending superclever program, and is particularly warned that it is not allowed to reproduce, distribute, edit, process, publish, communicate to the public, in part or in full, regardless of the form of any content or part thereof contained on the the SUPERCLEVER platform, regardless of whether it is possible to download a local copy of the document or not, without the express written consent of SUPERZNALAC .

Any unauthorized use of content that is protected by copyright in accordance with the Croatian Copyright and Related Rights Act and international treaties will be considered a copyright infringement.

In the event that, with the prior written consent of SUPERZNALAC, the USER uses a part of the content contained on the SUPERCLEVER Platform for the purpose of promotion, presentations, etc., he is obliged to state the source with the remark "all rights are respected by SUPERZNALAC d.o.o. and publish a link to the website [of the www.superznalac.eu](http://www.superznalac.eu)

7. LINKS TO OTHER WEBSITES

This website may contain links to other websites ("linked websites"). These links are marked and made available as useful or practical, but may not be available or maintained.

SUPERZNALAC is not responsible for the content or processing of personal data and privacy policies in relation to linked websites.

8. MODIFICATIONS (UPDATES) OF THE SUPERCLEVER PLATFORM

SUPERZNALAC regularly and free of charge carries out modifications (updates) that are designed to improve, repair or improve the functioning of the SUPERCLEVER platform, and may take the form of system bug correction, improved certain functions, as well as to modify existing digital content and add new content. SUPERZNALAC is obliged to carry out modifications (updates) even when it is necessary to comply with legal and subordinate regulations. By accepting these General Terms of use, the USER agrees and agrees to such modifications (updates).

9. CHANGES TO THE GENERAL TERMS OF USE

SUPERZNALAC reserves the right to amend these Terms and all changes will take effect immediately upon publication on the SUPERCLEVER platform.

If you do not agree with the amended General Terms of Use and do not want to accept them, please contact our contacts with your comments and during that time do not use the services of the SUPERCLEVER platform because by accessing the platform (by logging in with your username and password) it will be considered that you agree with the applicable General Terms of Use and express your consent and acceptance of the amended General Terms of Use.

10. FINAL PROVISIONS

These General Terms and Conditions are publicly disclosed on the www.superclever.world

These General Terms and Conditions are in accordance with the applicable regulations of the Republic of Croatia, the General Data Protection Regulation (GDPR) and the Act on the Implementation of the General Data Protection Regulation in force at the time of their adoption. For all rights and obligations that are not regulated in detail by these General Terms of Use, the applicable regulations of the Republic of Croatia and the European Union apply.

By visiting the SUPERCLEVER platform, you communicate electronically. By doing so, you acknowledge that all agreements, notices, communications and other content provided to you electronically and in digital form meet the legal framework as if they were achieved in writing.

In the event of a possible dispute, we hope that it will primarily be resolved amicably, otherwise the court in Zagreb will have real and territorial jurisdiction to resolve disputes.

IMPORTANT! How to file consumers complaints

In accordance with the Consumer Protection Act, we inform consumers that complaints and objections to the quality of digital content and digital services can be submitted in writing to the e-mail address superzナルac1@gmail.com

Your SUPERZナルAC