

# Terms of Service

## 1. Preliminaries

- 1.1. The spoj.com service (“the Service”) refers to all resources and services accessible on the Internet in the domain Spoj.com and its subdomains.
- 1.2. The provider of the Service (“the Provider”) is [Sphere Research Labs Sp. z o.o.](#), Al. Zwycięstwa 96/98, 81-451 Gdynia, Poland.
- 1.3. Any person accessing any services or resources related to the Service or its any part (“the User”) agrees to abide by these Terms of Service.
- 1.4. The Provider reserves the right to change these Terms of Service at any time.

## 2. Warranty disclaimer

- 2.1. Despite the Provider's best efforts, the Service comes with no warranty, explicit or implied, of availability, merchantability, or fitness for any purpose whatsoever.
- 2.2. The Provider takes no responsibility, financial or otherwise, for any damage or loss resulting from the use of the Service, including but not limited to damage to the user's hardware and software.
- 2.3. The Provider takes no responsibility for the content published by users, and for the content of comments they post on the Service.
- 2.4. In all cases not covered by these regulations, all decisions are at the discretion of the Provider. The Provider's decisions are final and not subject to appeal.

## 3. User rights and obligations

- 3.1. Accounts in the Service may only be registered (created) by a physical person, known as “the Owner” of the account.
- 3.2. The Service is not available to persons under the age of thirteen (13) or to any users suspended or removed from the Service by the Provider.
- 3.3. One physical person may only own one account.
- 3.4. Accounts are non-transferable, and no change of ownership is allowed.
- 3.5. The account owner is responsible for assuring that all data provided and stored within the account is, to the best of their knowledge, accurate and up-to-date.
- 3.6. The account owner is responsible for the way in which their account is used, and in particular must enforce that the use of their account does not overload or otherwise compromise the Service or any resources which the Service relies on (e.g., servers).
- 3.7. Under no circumstances may the User use the Service to:
  - a. send unsolicited e-mails, bulk mail, spam or other materials to other users of the Service,

- b. harass, threaten, stalk or abuse any person or party, including other users of the Service,
  - c. create a false identity or to impersonate another person.
- 3.8. The Service operates under Polish law. By using the Service, the User agrees to be bound by these terms of service and appropriate provisions of Polish law.
- 3.9. Use of the Service is strictly prohibited if such use would be in violation of local law at the User's current location, or if any clause of these Terms of Use is void under local law at the User's current location.
- 3.10. It is expressly forbidden to use the Service without Provider's written permission for any commercial purpose, such as promoting the brand of a third party, corporate recruitment, or evaluating employees. (The Provider will in most cases, upon inquiry from the User, provide the User with the option of purchasing a commercial support package or a corporate-level dedicated service.)

#### **4. Problem / Contest setter rights**

- 4.1. Selected account owners are allowed to add problems and create contests. The right for creating problems ("problem setter rights") and the rights for creating contests ("contest setter rights") are granted by personnel designated by the Provider after reviewing the User's request.
- 4.2. It is the obligation of every problem setter and every contest setter to ensure that the content and contests they create do not lead to excessive load on the Service's servers and do not disrupt the Service in any way. As a general rule, each problem created must not have more than 10 test data sets and the sum of test time limits must not exceed 30s.
- 4.3. Problem setter rights and contest setter rights are granted to the User with the understanding that the User will use these rights exclusively for educational purposes, for recreational problem solving, or in non-commercial contests.
- 4.4. A contest is deemed not to be non-commercial if it satisfies any of the following conditions:
  - the contest has a total organising budget exceeding 2,000 USD (two thousand US dollars) or equivalent in local currency including estimated costs of labor;
  - prizes of total value exceeding 500 USD (five hundred US dollars) or equivalent in local currency are awarded to contestants;
  - the outcome of the contest directly affects the chances of the contestants for obtaining an internship, for employment or promotion in a company or for university enrollment.

Such a contest may only be organized by written permission of the Provider, as per clause 3.10.

#### **5. Termination**

- 5.1. The Provider at their reasonable discretion may terminate an account, the User's right to use the Service, remove or discard any content provided by the User within the Service, in particular if the Provider believes that the User has violated or acted inconsistently with the spirit of these Terms of Service.
- 5.2. The User may terminate an account which they own and the right to use the Service, at any time and for any reason or no reason, by contacting Spoj.com user support at [contact@spoj.com](mailto:contact@spoj.com) or by contacting the Provider in writing.
- 5.3. After termination of an account, regardless of the cause, the owner will no longer have access to the account and any information and content stored in the service. However, neither the User nor the Provider is required to delete any non-personal data uploaded to the service by the User.
- 5.4. The account owner agrees that after termination of an account associated with problem setting rights or contest setting rights, Provider may continue to use any non-personal data associated with the account.

## 6. User Content

- 6.1. User represents, warrants and agrees that all content contributed by the User to the Service ("user content") will not have any of the following features or characteristics:
  - infringes, violates or otherwise interferes with any copyright or trademark of another party,
  - reveals any trade secret, unless user owns the trade secret or has the owner's permission to post it,
  - infringes any intellectual property right of another or the privacy or publicity rights of another,
  - is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party,
  - contains a malicious code or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
- 6.2. User represents, warrants and agrees that User will not contribute any content with links or references to content described in 6.1.
- 6.3. User will remove any content directly after receiving notification that such a content violates any of sections of 6.1 or 6.2.
- 6.4. By submitting or posting through the Service any user content which is intended to be made available to other users, the User grants to the provider a worldwide, non-exclusive, royalty-free license to reproduce, adapt, modify, publish and distribute such content solely in conjunction with the Service.
- 6.5. By submitting or posting user content on or through the spoj.com services which are not intended to be made available to other users (private contests content, submitted codes not intended to be made visible to other users), the spoj.com user grants to the provider the right to process such data, analyze them and to publish anonymized statistics based on such data.
- 6.6. Excepting for 6.4 and 6.5, User will retain all other rights to user content, such as codes, problem formulations, or other materials uploaded to the Service.

- 6.7. The posting user may be held liable if the posted content contains pornographic, racist, vulgar or otherwise offensive elements.
- 6.8. Any automated downloading, copying, or storing of content made available by the Service other than for personal noncommercial use is expressly prohibited without prior written permission from the Provider.
- 6.9. The user is not allowed to use ad blocking software while using the Service.

## **7. Privacy Policy**

- 7.1. The Provider collects information in two ways: from the use of the network, and information provided directly by Users.
- 7.2. All personal data stored in the Service is accessible to the user and may be modified or deleted by the user's written requested, subject to appropriate provisions of Polish Law.
- 7.3. The service uses cookies to remember Users' settings and for authentication. Users can control the use of cookies at the individual browser level. If the user rejects cookies, the ability to use some features or areas of the Service may be limited.
- 7.4. The collected data concerning user activities allow the service provider to maintain the service and for the following purposes: analytics, content management, registration and authentication, interaction with external social networks and platforms.
- 7.5. The Provider may occasionally send emails (at most two emails per month) to registered users. The purpose of such emails might be, in particular: to inform users of new features, solicit user feedback, or to keep users up-to-date with developments in the Service. Whenever the Service sends information that the User did not expressly request, there will be a way for the User to request that the User does not receive similar messages in the future (opt-out).

## **8. Contact**

- 8.1. If you have any questions about this policy or our site in general, please contact us sending an email to: [contact@spoj.com](mailto:contact@spoj.com) or contact the Provider in writing at the stated postal address.