

PUBLIC OFFER (ACCESSION TO THE AGREEMENT) FOR THE PROVISION OF EDUCATIONAL SERVICES

Nemoros s.r.o. (hereinafter referred to as the "Publisher") announces a public offer (public offer) by acceding to the Agreement on the Provision of Educational Services for the preparation of an article submitted to the Czech international scientific periodical "Moderní věda – Moderní věda" to an unlimited number of persons (hereinafter referred to as the "Customer"), on the other hand (collectively referred to as the "Parties" and each separately referred to as the "Party"), under the conditions and manner set forth in this Agreement.

THE MAIN TERMS AND DEFINITIONS USED IN THIS AGREEMENT HAVE THE FOLLOWING MEANINGS:

Publisher – Nemoros s.r.o. and your complete address:

Person – a person (a resident of the Czech Republic or a foreigner) who is interested in using the services of a publisher.

A public offer (hereinafter referred to as the Offer) is a public offer of the Issuer addressed to an unlimited number of individuals (residents or foreigners of the Czech Republic) for the purpose of concluding an agreement with the Publisher on the terms and conditions contained in this Offer.

Acceptance – full and unconditional, unconditional acceptance of the offer by the customer under the conditions specified in this contract, by sending the article by e-mail.

The Accession Agreement for the Provision of Services for the Processing of the Article (hereinafter referred to as the Agreement) is a transaction made in the form of an agreement on acceptance in accordance with Article of the Civil Code of Czech republic, since its terms are determined exclusively by the Issuer and can be accepted by the Customer only by joining the proposed Agreement as a whole.

Customer – an individual (resident or non-resident of the Czech Republic) who has fully and unconditionally accepted (accepted) the offer under the terms and conditions set forth in this Agreement.

The author is the individual(s) who created the work through their creative activity.

The work is an original intellectual creation of the author in the field of science, expressed in an objective form.

Corresponding author – an authorized person who has obtained permission from authors to represent their interests before the publisher.

Author's consent – consent signed by the corresponding author in his/her own manuscript or electronic digital signature and sent by e-mail to the publisher.

Cover letter – an online form containing data about the article, as well as personal and contact details of the corresponding author and author, which the customer fills in and sends to the publisher.

Article – the work of the author that the customer submits for further processing by the publisher.

Article rejection is the step after which a customer's article is removed from the publication schedule and is not further processed by the publisher. After rejection, an email is sent to the author with the status "rejected".

Submission Requests – a list of requests for an article (including its design) submitted by the customer and/or the corresponding author(s) for processing by the publisher.

The journal "Modern Science – Modern Science" (hereinafter referred to as the "Journal") is a collection of scientific articles, which is a Czech international scientific periodical peer-reviewed by publication.

The website of the collection (hereinafter referred to as the "Website") is the official website of the collection on the Internet, which can be found at: www.nemoros.cz/eecfr and partners – representatives of the [magazine https://sried.eu/modern-science/](https://sried.eu/modern-science/)

The Article-Processing Service (hereinafter referred to as the "Service") is a set of actions by the Publisher for the processing of the Author's Article submitted by the Customer, and includes the following stages: initial review; peer review; assignment of a digital object identifier (DOI); Online placement of the article on the journal's website. The procedure and terms and conditions of the provision of the Service by the Issuer to the Customer are set out in this Agreement.

Content – all information that is the content of the Site, individual stages of the editorial process; exchange of any messages via e-mail; articles, including those newly created using the Site; archives of articles; Text content of web pages Pages, downloads, etc.

Retraction is a mechanism for repairing an article by removing it in whole or in part from the collection point and other databases.

Service Price – the price for the service approved by the publisher, which is set for the customer and published at the following link: <https://www.nemoros.cz/podminky-a-ceny>

Payment – the payment is made by the customer after receiving the invoice.

Questionnaire – filled in by the customer freely when submitting an article that states: surname, first name; Country email address; contact phone number; Place of work.

1. GENERAL PROVISIONS

1.1. The Agreement shall be concluded on the basis of the terms of the Accession Agreement in accordance with Article of the Civil Code of Czech republic and shall be deemed to have been concluded from the moment of acceptance (acceptance) of the offer.

1.2. The terms of this Agreement are an offer announced by the Issuer as a public offer to an unlimited number of individuals (residents and non-residents of Ukraine) for the purpose of concluding an agreement with the Issuer. The offer may be accepted (accepted) by any person who is interested in using the services provided by the Issuer.

1.3. A person who accepts the offer to conclude a contract becomes a customer in accordance with the terms of this contract.

1.4. Accession to the Agreement is considered as the submission of the article by the Client.

1.5. Performance of the actions referred to in Article 1.4 by the Customer. of this Agreement shall be deemed to be the full and unconditional acceptance of the offer by the Customer and confirms that the Customer understands the content and terms of the Agreement.

1.6. If the Customer does not agree with all or some of the terms of this Agreement, the Offer will not be accepted, the Agreement will not be concluded and the Service will not be provided by the Publisher.

1.7. All content on the site is for reference only. If the customer has any questions about the provision of the service, before submitting the article, they should ask the publisher for advice by sending a request to the email address reditel@nemoros.cz

2. ACCEPTANCE OF THE OFFER

2.1. By accepting the offer, the customer automatically agrees to fully and unconditionally accept the terms of the contract, costs and payment for the service.

2.2. The offer is fully and unconditionally accepted (accepted) by the Client and the Contract is concluded from the moment the article is sent to the e-mail address of the magazine.

2.3. By accepting the offer, the customer confirms:

2.3.1. Full and thorough acquaintance with the offer and terms of this Agreement.

2.3.2. Unconditional and unconditional acceptance of the offer and the terms of this Agreement.

2.3.3. Full understanding of all terms of the Agreement, as well as the content of your rights and obligations under this Agreement, as well as the legal consequences of entering into it.

2.5. This Offer, subject to its acceptance by the Customer, shall be deemed to have been concluded in writing under the terms of this Agreement.

3. SUBJECT MATTER OF THE CONTRACT

3.1. Pursuant to this Agreement, the Issuer undertakes to provide the Service and the Customer undertakes to pay and accept such Service in a timely manner.

3.2. Requirements for sending an article, costs and payments for the service, editorial policy are published on the website under the link: <https://www.nemoros.cz/podminky-a-ceny>

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Issuer has a unilateral right:

4.1.1. Receiving from the customer the necessary information for the provision of the service.

4.1.2. Independently determine, change the cost and other financial terms of the service by posting relevant information on the magazine's website without prior or subsequent notice to the customer.

4.1.3. Make any changes to the terms and conditions of this Agreement and the Offer by posting them on the Magazine's website without prior or subsequent notice to the Customer. The changes will enter into force from the moment of publication of the new text of the Offer and the terms of the Agreement on the Magazine's website.

4.1.4. To make changes or additions to the requirements for submission, editorial policy, rules of publication ethics, etc., on the Journal's website without prior notice to the Customer. The changes will come into force from the moment of publication of the new text on the journal's website.

4.1.5. Store, use and process the personal data of the Customer, the correspondent author and the author(s) that have been received by the Publisher during the provision of the Service.

4.1.6. Require timely payment from the customer in accordance with the terms of the contract.

4.1.7. Require the customer to comply with all the terms of this Agreement.

4.1.8. Cancel an invoice issued to the Customer for the Service if the invoice has not been paid to the Customer within 3 (three) banking days from the date of the invoice.

4.1.9. Engage third parties to perform the service without agreement with the customer.

4.1.10. Not to provide the Customer, the corresponding author and/or authors, third parties, with reports on the verification of the article in terms of its originality and/or the use of artificial intelligence.

4.1.11. Reject the Customer's Article and suspend the provision of the Service in the event of premature fulfillment of the Customer's financial obligations to pay for the service specified in this Agreement.

4.1.12. Reject a Customer Article and refuse to provide a Service if the Article and/or a separate part thereof:

4.1.12.1. Does not correspond to the mission and specialization of the journal.

4.1.12.2. Violates the ethics of the journal's publications.

4.1.12.3. Contains non-constructive or emotional text that misleads or is defamatory.

4.1.12.4. Manipulates citations and/or references to primary sources.

4.1.12.5. Created using artificial intelligence.

4.1.12.6. Discloses confidential information without proper consent.

4.1.12.7. Does not contain corrected comments that have been provided to the Customer, the corresponding author and/or authors.

4.1.13. Reject the article and refuse to provide the service in the absence of feedback from the customer or the corresponding author for more than 15 (fifteen) calendar days.

4.1.14. Refuse to provide service to the customer if the cover letter and/or questionnaire contains inaccurate data about the corresponding author and/or authors.

4.1.15. To suspend the provision of the Service in whole or in part for technical or other objective reasons.

4.1.16. Refuse to provide the service to the Customer due to improper performance of its obligations under this Agreement.

4.1.17. We demand compensation from the customer for damage caused by the customer and damage (material losses, loss of profit, damage to image) in favour of the issuer, if this damage is caused by the fault of the customer.

4.1.18. Refuse to provide the Service to the Customer in the event that the Issuer refunds the payment in the manner and under the conditions set forth in this Agreement.

4.1.19. Independently determine the number and number of the journal in which the Customer's article will be published.

4.1.20. Stylistically and visually correct the title of the article, its text and graphic elements available in it without the consent of the customer, correspondent author and/or author.

4.1.21. Publish, distribute the Customer's published article without any restrictions or compensation to the Customer, the corresponding author and/or authors.

4.1.22. Send messages to the Customer's e-mail containing organizational, technical, advertising or other information about the possibilities of the magazine.

4.1.26. Downloading the published article of the customer on the website of the collection, if the article:

- Contains a serious error and/or falsification of data, indicating the unreliability of the article's results.

- Existing plagiarism.

- Results have previously been published elsewhere without proper reference to previous sources or informing the editorial board of the journal, or without permission to republish.

- Available materials for which no use permit has been obtained.

- Existing legal issues.

- The publication of the article was carried out on the basis of a compromised or manipulated review process.

- An undisclosed conflict of interest that, in the opinion of the publisher, would unreasonably influence the interpretation of the article or recommendation during the publication process.

- There are significant issues with the authorship of the article for which there is evidence.

4.2. The Issuer is obliged to:

4.2.1. Provide the Service to the Customer under the terms of this Agreement.

4.2.2. To provide the Client with complete and reliable information about the terms and procedures for the provision of the Service.

4.2.3. Strictly comply with the terms of this Agreement.

4.2.4. Do not disclose confidential information.

4.3. The Customer is obliged to:

4.3.1. To make timely and full payment for the Service to the Issuer in the manner and under the terms of this Agreement.

4.3.2. Strictly comply with the terms of this Agreement.

4.3.3. Send the Issuer a duly completed electronic application form and a motivation letter.

4.3.4. Provide the publisher with reliable data on the corresponding author and authors of the article.

4.3.5. Respond to the Publisher's comments in a timely manner and send corrections made, provide and make necessary corrections to the submitted article.

4.3.6. Independently monitor and familiarize yourself with the current version regarding changes in the cost of the Service, the offer and the terms of this Agreement.

4.4. The customer has the right to:

4.4.1. Accept the Service from the Issuer in the manner, conditions and rules set forth in this Agreement.

4.4.2. Obtain complete and reliable information from the Issuer about the terms and procedures for the provision of the Service.

4.4.3. Require the Issuer to comply with all the terms of this Agreement.

4.4.4. Withdraw from the concluded Agreement or initiate its termination, notifying the Publisher in writing no later than 7 (seven) calendar days before the publication of the article on the Website. In this case, the service is terminated and the funds paid according to the invoice issued by the publisher are returned to the customer. In the event of refusal of the concluded contract or the commencement of its termination contrary to the seven-day period for warning the issuer, the money paid to the customer is not refunded and the service is considered fully performed.

5. SERVICE PERIOD OF PROVISION

5.1. The Service is provided by the Publisher within 6 months from the date of submission of the article by the Customer.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. The price of the service under this Agreement is determined and published on the Magazine's website at the link: <https://www.nemoros.cz/podminky-a-ceny>

6.2. The invoice for the service provided is generated by the publisher in electronic form and sent by e-mail to the customer or the corresponding author after the complete review process of the article.

6.3. The Customer must pay the invoice within 3 (three) banking days from the date of issue of the invoice.

6.4. The Service is provided in full under the assumption of 100% (one hundred percent) payment of the invoice. All costs of the commission for the transfer of funds are borne by the customer.

6.5. In the event of non-payment or partial payment for the processing of the article, the Publisher is not obliged to provide the service to the Customer.

6.6. If the Issuer rejects the Customer Article, the invoice issued to the Customer will be cancelled and the Service will not be provided.

6.7. The Client is solely responsible for the correctness of the payments made by him.

7. TERMS OF PERSONAL DATA AND PRIVACY PROTECTION

7.1. Taking into account the fact that upon the conclusion of this Agreement the parties become aware of the personal data of individuals, the Customer confirms that the corresponding author and author(s):

7.1.1. Consent to the collection, processing, collection, storage and dissemination of personal data.

7.1.2. They are duly informed about the purpose of the collection of personal data.

7.2. The Publisher processes the personal data of the Customer, the corresponding author, the author/authors, as received and contained in the author's consent; data used in sessions using other Site services; on the servers of communication service providers, etc.

7.3. The personal data of the Customer, the corresponding author and the author(s) of the article are stored and processed by the Publisher in the manner stipulated in this Agreement for the entire duration of the contract and from the moment of its expiration and/or termination – for a period of 5 (five) years.

7.4. The Site uses cookies and other technologies to control the actions of the Customer, the corresponding author and the author. This data is necessary to optimize the technical operation of the site and improve the quality of the service.

7.5. Information publicly disclosed by the Parties in the course of concluding this Agreement, as well as information that the Parties or third parties may obtain from sources to which any person has free access, is not confidential.

7.6. The Issuer shall take all necessary measures to protect the confidentiality of the Client's personal data against unauthorized access, alteration, disclosure or destruction.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The copyright to the articles published on the website of the collection belongs to the author(s).

8.2. The articles on the site are published in accordance with open access standards and distributed under the Creative Commons Attribution 4.0 International (CC BY 4.0) license, which allows unlimited use, distribution and reproduction of the content on any medium, provided that the author(s) and source are acknowledged.

9. LIABILITY OF THE PARTIES

9.1. The parties shall be liable for non-fulfillment or improper performance of their obligations in accordance with the applicable legislation of Ukraine.

9.2. The Client and the corresponding author are jointly and unanimously responsible for the content and reliability of the data contained in the registration form; Motivation letter, author's consent.

9.3. The Publisher may not share the opinion of the author(s) of the article submitted by the Client and is not responsible for the content of any published materials of the Author.

9.4. Liability for the content of protected materials; contained in the article, including the use of third-party materials, research, as well as any results and conclusions that have been highlighted, are borne directly by the author(s). The authors also separately bear all risks arising from third-party claims regarding infringement of any third-party rights and undertake to separately resolve material third-party claims.

9.5. When the Publisher downloads the published article, the payment made by the Customer for the service provided is not refundable.

9.6. The Publisher is not responsible for and does not guarantee the accuracy and relevance of any information published on the Journal's website.

9.7. The Publisher is not responsible for indexing articles published on the journal's website in any international scientometric database, as well as in other electronic indexing systems or databases owned by third parties.

9.8. The Issuer shall not be liable to the Client and third parties for partial or complete failure to comply with its obligations regarding force majeure, i.e. for any extraordinary and unavoidable circumstances beyond the control of the Issuer. Such circumstances may include natural disasters, natural and industrial disasters; acts of terrorism; hostility; disturbance of public order; the adoption of laws containing prohibitions or restrictions on the activities of the publisher by state or local government bodies.

10. FORCE MAJEURE CIRCUMSTANCES

10.1. The Parties shall be released from liability for partial or total failure to perform their obligations under this Agreement if their performance is prevented under these conditions by extraordinary and unavoidable power. At the same time, the period of performance of obligations under the agreement is postponed in accordance with the period of validity of these circumstances.

10.2. If the circumstances set forth in Clause 10.1 of this Agreement persist for more than 30 (thirty) calendar days, each party shall have the right to terminate this Agreement by giving written notice to the other party 15 (fifteen) calendar days prior to the Termination Date.

11. TERM, MODIFICATION AND TERMINATION

11.1. The Offer and the Agreement shall enter into force upon acceptance of this Offer by the Customer in accordance with Article 2.2 of this Agreement and shall be valid until the parties have fully fulfilled their obligations (including compensation for any losses) under this Agreement or until terminated.

11.2. In the event of a breach of clause 4.3.1 in this Agreement, the Issuer has the right to unilaterally terminate this Agreement prematurely, without prior notice to the Client.

11.3. Changes and additions to this Agreement may be made by the Issuer unilaterally at any time without prior notice to the Client by publishing them on the Collection website. The version of the agreement that was in force at the time of the establishment of these legal relationships applies to legal relationships that arose before the introduction of the amendments and amendments. Customer shall not be entitled to make changes or additions to this Agreement.

12. FINAL PROVISIONS

12.1. Issues not regulated by this Agreement shall be interpreted in accordance with the applicable legislation of the Czech Republic and Ukraine.

12.2. In the event of disputes or disagreements, the parties undertake to resolve them through mutual negotiations and consultations, and in the event of the impossibility of a preliminary settlement of the dispute, they have the right to go to court.

13. INFORMATION ABOUT THE PUBLISHER

Publisher	Publisher Representative
Nemoros s.r.o. Adresa: Rybná 716/24, 110 00 Praha 1, Česká republika Účet: Moneta Money Bank, ČR Č.ú: 777444778/0600 IBAN: CZ46 0600 0000 0007 7744 4778	Non-profit organization "Research Institute of Socio-Economic Development" Address: st. Promyslovaya 1N, of 49, Chotiv village, Kyiv region Account: UA433226690000026004300841377

BIC: AGBACZPP e-mail: produkce@nemoros.cz https://www.nemoros.cz	HEAD DEPARTMENT OF ANSC OSCHAD BANK, KIEV MFI 322669 EDRPOU CODE 40358349 E-mail: sried@sried.eu https://sried.eu
Directed: Roman Rossi	Directed by Kucherenko D.G.

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