

TERMS OF USE — ECARTA PLATFORM

Last updated: April 2026

These Terms of Use (the "Terms") constitute a legally binding agreement between you (the "User") and the operator of the online platform "eCarta" (the "Platform"). By accessing or using the Platform, you confirm your full and unconditional acceptance of these Terms. If you do not agree to these Terms, you must not use the Platform.

1. PURPOSE OF THE PLATFORM

The Platform provides online technical access to tools for working with Metaphorical Associative Cards (MAC), including: visualisation, session creation, saving results, uploading, processing, and publishing card decks.

2. UPLOADING AND USE OF CARD DECKS

The User is entitled to:

- upload their own card decks for personal use;
- submit card decks for publication in the public catalogue;
- use publicly available card decks to conduct sessions.

A User who submits a card deck for publication must confirm that they:

- are the author or rights holder of that deck; or
- hold a written licence or authorisation to use and distribute it.

The Platform operator reserves the right to:

- publish card decks submitted with express consent to publication;
- decline to publish any submission without stating reasons;
- remove any content at the request of a rights holder or upon discovery of an infringement.

3. DISCLAIMER OF LIABILITY

eCarta acts as a hosting provider within the meaning of Article 6 of the EU E-Commerce Directive 2000/31/EC, as implemented in applicable national law, and, where applicable, in accordance with the EU Digital Services Act (DSA, Regulation (EU) 2022/2065).

Accordingly, we:

- **do not monitor or verify** the content or authorship of material uploaded by Users;
- **do not carry out legal moderation** of uploaded content for copyright compliance;
- **accept no liability** for infringement of copyright or neighbouring rights by third parties.

The User bears **sole and personal responsibility** for ensuring compliance with all applicable intellectual property rights when uploading any content to the Platform.

4. NOTICE AND TAKEDOWN PROCEDURE

If you are a rights holder and believe your rights have been infringed, please send a written notice to ecarta.co@gmail.com or ekartka.ua@gmail.com including the following information:

- your full name and contact details;
- a link to the infringing content (URL or screenshot);
- documentary evidence of ownership (registration certificate, licence, or written authorisation);
- your request for removal or restriction of access;
- your signature (electronic or handwritten scan).

Upon verification of a valid notice, the Platform operator undertakes to remove the relevant content **within 48 hours**.

5. USER RIGHTS

The User is entitled to:

- create and maintain a personal account;
- save sessions and take screenshots;
- access and use publicly available card decks;
- submit requests for deletion of their own content;
- delete their account at any time;
- (for authors) withdraw consent to the publication of their card deck in the public catalogue.

6. PROHIBITED CONDUCT

Users must not:

- upload content that infringes copyright or neighbouring rights;
- misrepresent themselves as the author of another person's card deck;
- post disinformation or engage in any form of deceptive conduct;
- use the Platform for any unlawful or harmful purpose.

7. CONTENT REMOVAL AND ACCESS RESTRICTION

The Platform operator reserves the right to:

- remove any content without prior notice where there are reasonable grounds to suspect a breach of applicable law or these Terms;
- temporarily or permanently restrict access to a User's account.

8. DISCLAIMER OF WARRANTIES

The Platform is provided on an "as is" and "as available" basis. The Platform operator does not warrant:

- uninterrupted or error-free operation of the Platform;
- that the Platform's functionality will meet the User's expectations;
- the preservation of session results in the event of technical failures.

9. PERSONAL DATA AND GDPR COMPLIANCE

Where a User is located in the European Economic Area (EEA) or provides personal data subject to the General Data Protection Regulation (EU) 2016/679 (GDPR), the User has the right to:

- access their personal data held by the Platform;
- request erasure or restriction of processing;
- lodge a complaint with the competent supervisory authority.

The legal basis for processing personal data is the performance of the contract between the User and the Platform (Article 6(1)(b) GDPR) and, where applicable, the User's consent (Article 6(1)(a) GDPR). For further information, please refer to our [Privacy Policy](#).

10. REFUND POLICY

The Platform provides all new Users with a 14-day free trial period during which the full functionality of the Platform may be tested.

Following the expiry of the trial period, access to the Platform is provided through one-time purchases of access periods. These purchases are not subscriptions and do not renew automatically.

All payments are final and non-refundable once access has been granted. Refunds may be granted only in limited cases as described in the Refund Policy.

Users located in the European Economic Area (EEA) should note that, by completing a purchase and requesting immediate access to the Platform and its digital content, they expressly consent to the immediate performance of the service and acknowledge the loss of their statutory 14-day right of withdrawal under Directive 2011/83/EU, as permitted by Article 16(m) of that Directive.

11. DATA RETENTION AND DELETION UPON INACTIVITY

The Platform retains session history, uploaded card decks, and other personalised User data only for the duration of an active access period.

If a User does not hold an active access period for 180 days, the Platform operator reserves the right to:

- permanently delete session history, uploaded card decks, and all other personalised data;
- retain only basic account information (e.g. email address).

The User may not demand the recovery of data lost after the expiry of this period.

12. AMENDMENTS TO THESE TERMS

We may update these Terms at any time. The revised version will be published on the Platform's website. Continued use of the Platform following the publication of updated Terms constitutes the User's acceptance of the new Terms.

Where required by applicable law (including the DSA), material changes will be notified to Users in advance with a reasonable notice period.

13. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of Ukraine, without prejudice to any mandatory consumer protection rights that Users in the EEA may have under the law of their country of residence.

Any disputes shall be resolved in accordance with applicable law at the place of registration of the Platform operator. Users in the EEA may also have the right to access alternative dispute resolution (ADR) mechanisms or the EU Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>.

14. CONTACT

For all legal or copyright-related enquiries, please contact us at: ecarta.co@gmail.com or ekartka.ua@gmail.com