

PUBLIC OFFER

Offer for receiving services for the provision of remote access to the information platform (hereinafter referred to as the Platform) via the information communication network "Internet"/services for the provision of personal access to the Internet resource with any adult individual or legal entity by accepting this Offer. In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter referred to as the Civil Code of the Russian Federation), in the event of acceptance of the conditions set out below and acceptance, the person making acceptance of this Offer becomes the "Customer". According to paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer is equivalent to the conclusion of an agreement on the terms set out in the offer.

Please read the text of this offer carefully and if you do not agree with any clause of this Offer, the Contractor suggests that you refrain from performing any actions necessary for acceptance.

I. Terms and Definitions

Offer is the Contractor's proposal addressed to an individual to conclude an agreement with the Contractor for the provision of paid services on the terms and conditions contained in this Offer, including all Appendices.

Acceptance of the offer is the Customer's full and unconditional consent to the terms and conditions of this Offer.

Platform is a website on the Internet located at the network address <https://oleksik.pro/> (hereinafter referred to as the "Website" and/or the "Platform") - is a software and hardware complex of the Contractor containing a set of information, texts, graphic elements, design, images, photos and video materials (audiovisual works) and other objects of intellectual property, as well as computer programs contained in an information system that ensures the availability of such information on the Internet, a trademark, etc., which belong to the Contractor on legal grounds. The use by the Customer of the Site, its contents and components (both in whole and in part) and other software solutions developed by the Contractor does not mean the transfer to the Customer and (or) any third party of rights to the results of intellectual activity, both in whole and in part. The Site is an Internet resource intended to provide the Customer with access to information materials (Site content) for the purpose of organizing the Customer's self-training and self-improvement.

Materials — a set of theoretical and practical materials, diagrams, tables, presentations aimed at satisfying the Customer's needs in obtaining systematized information for the purpose of further self-improvement, the rights to which belong to the Contractor (knowledge base); to access the Materials, the Customer may be required to comply with special technical requirements posted on the Site.

Price — the cost of providing access (the right to use) to the Platform and its contents, is determined on the corresponding page of the Contractor's Platform, published on the Site. The Contractor has the right to establish various discounts from the cost of providing access (right to use). At the time of the Customer's choice of payment option, the cost is final and is not subject to change.

Customer — an individual or legal entity that has accepted this Offer. Customer's personal data — any information in accordance with the Federal Law "On Personal Data" received by the Contractor from the Customer when submitting an application for an online course and/or in the process of completing the online course.

Personal data processing policy — a document on the basis of which the Personal Data Processing Operator processes the Contractor's data. Consent to the processing of personal data — a document that is the basis for the processing of the Customer's personal data.

Consent to the sending of electronic messages — a document that is the basis for the sending of advertising and/or informational materials via SMS servers and/or from the Contractor's e-mail. Skladchina — an Internet site (Internet resource/online resource) using which users purchase an online course by jointly contributing funds to pay for one tariff of the online course, thereby violating the copyright of the Contractor.

Other terms and definitions found in the text of the Agreement shall be interpreted by the Parties in accordance with the legislation of the Russian Federation and the usual rules for interpreting the relevant terms that have developed on the Internet.

II. General Provisions

2.1. In accordance with this Offer, the Contractor undertakes to provide the Customer via the information and communication network "Internet" remote access to the Platform (hereinafter referred to as the "Services") or personal access to the Internet resource, and the Customer undertakes to pay the Contractor a fee for the provided access.

2.2. The Services are aimed at satisfying the Customer's needs in obtaining systematized information in order to improve his existing skills and further self-improvement. Information about the service and the program of the training webinar/lecture is available on the official website of the Contractor: <https://oleksik.pro/>.

2.3. This Offer notifies the Customer that the result of mastering the received information depends not only on the content of the Platform, but also on the efforts of the Customer.

2.4. The acceptance, which entails the conclusion of an agreement between the Contractor and the Customer for the provision of paid services, is carried out by the Customer by performing the following actions: filling out an application for the service on the website, containing the personal data of the person who filled it out, paying a partial/full cost of the course.

2.5. The moment of concluding an agreement for the provision of services is recognized as the date of payment by the Customer for the course and filling in the necessary personal data in the application, submitted on the Contractor's Website.

2.6. The Customer is notified that the provision of a high-quality service means the provision by the Contractor of access to the Platform in accordance with the volume and program specified on the official website: <https://oleksik.pro/>.

2.7. The Contractor reserves the right to change or supplement any of the terms of this Offer at any time, publishing all changes on its website, having previously notified the Customer. If the published changes are unacceptable for the Customer, then within 7 (seven) calendar days from the date of publication of the changes, he must notify the Contractor in writing. If no notification is received, it is considered that the Customer continues to participate in the contractual relations on the new terms.

2.8. These services are aimed at providing services within the framework of the entrepreneurial/professional activities of the Customer and the Contractor and are regulated

by the provisions of Chapter 39 of the Civil Code of the Russian Federation, in particular Article 779 of the Civil Code of the Russian Federation. In accordance with the preamble of the Federal Law of the Russian Federation "On Protection of Consumer Rights" dated 07.02.1992 N 2300-1, a consumer is a citizen intending to order or purchase or ordering, purchasing or using goods (works, services) exclusively for personal, family, household and other needs not related to implementing entrepreneurial activities. Thus, the provisions of the Federal Law of the Russian Federation "On the Protection of Consumer Rights" do not apply to the relations established between the parties to the agreement.

III. Procedure and terms for provision of services

3.1. To provide services, the Customer leaves a request on the website. To submit an application, the Customer provides his/her personal data of an authorized individual: full name, date of birth, country and city, telephone number, e-mail, links to social networks. The specified individual acts on behalf of the Customer during the period of validity of this Offer.

3.2. After filling in all the fields for submitting an application, the person wishing to receive the Service confirms the correctness and reliability of the data provided by him/her and expresses a desire to submit an application by activating a field of the type "Pay".

3.3. By accepting this Offer, the Customer voluntarily and of his/her own will and in his/her interest gives consent to the Contractor to process the personal data provided by the Customer. Consent is considered revoked in the event of early termination of this Agreement for any reason or in the event that the Customer sends a refusal of consent to the processing of personal data by e-mail.

3.4. Simultaneously with the algorithm provided for in this section of the Offer, the person who filled out the application containing personal data follows the link to pay for the access fee. Payment for access occurs on the website. The cost of payment for access includes the commission charged from the Customer by the payment system.

3.5. The Contractor shall not be liable for the impossibility of providing services to the Customer for reasons beyond the control of the Contractor, namely: disruption of the Internet, equipment or software by the Customer. In this case, the services are considered to have been rendered properly and are subject to payment in full.

3.6. If the Customer, for reasons beyond the control of the Contractor, did not use the Services and did not notify the Contractor of his desire to refuse the Services in the manner provided for in this Offer, the Services are considered rendered in the established volume.

IV. Tariffs and cost of services provided

4.1. The cost of the Services provided is displayed on the Contractor's website.

4.2. Payment for the Services is made by bank transfer after filling out an application on the Website containing the Customer's personal data. By payment through the payment system posted on the website and/or provided by the Contractor. The cost of payment for services includes the commission charged from the Customer by the payment system.

4.3. The Customer's obligation to pay is considered fulfilled at the moment of crediting funds to the Contractor's account and filling out an application on the Website containing the Customer's personal data.

4.4. The terms of payment posted on the website <https://oleksik.pro/> may provide for an advance payment for the Customer to reserve access to the Platform at the price indicated at the time of the offer. In the event that the Customer makes an advance payment, he/she undertakes to pay the remaining part of the cost of access by any of the methods provided for in this Offer.

4.5. By receiving an advance payment towards the cost of access to the Platform, the Contractor guarantees to the Customer: - fixing the cost of access within the selected tariff at the price specified at the time of the offer, from the moment the Customer makes an advance payment; - providing services to the Customer in accordance with the terms of this Offer.

V. Rights and obligations of the parties

5.1. The Contractor provides the Customer with services for access to the information platform in the information and telecommunications network "Internet" with subsequent information support and/or services for providing personal access to the educational event.

5.2. The Contractor independently determines the need to involve third parties to provide services.

5.3. The Contractor has the right to unilaterally change the schedule for posting materials, conducting webinars/feedback and other consultations, without reducing their number established by the offer, as well as change and supplement the content of the Platform.

5.4. The Customer is obliged to strictly and unconditionally comply with the following Rules of conduct when receiving Services: - observe discipline and generally accepted norms of behavior, in particular, show respect for the Contractor's assistants, for the Contractor, and not infringe on their honor and dignity; - not to use information received from the Contractor in ways that may lead or will lead to damage to the interests of the Contractor; - not to use materials provided by the Contractor for the purpose of deriving profit by replicating and repeatedly reproducing them to third parties (publications in the press and other publications, public speeches, etc.) and in other ways; - not to use foul language, not to use expressions in communication that may offend the Contractor; - not to distribute advertisements or offer services of third-party resources, their services or services of third parties; - not to provide access to the Services to third parties.

5.5. The Contractor has the right to terminate/not to begin rendering services, as well as to suspend the provision of services that it has actually begun, in cases of violation by the Customer of its obligations under this Agreement, namely: - incomplete (improper, untimely) payment; - failure to provide personal, registration or other data when filling out the application, necessary for the provision of services; - in case of violation of clause 5.4 of this Offer; - in case of violation of the copyright of the Contractor by the Customer.

5.6. The Customer is notified that the Customer's refusal to perform the contract is possible at any time, both before the start of the provision of the service, and at any time before the service is provided in full. The service is considered to be provided in full if the Contractor provides access to all materials of the Platform within the framework of the provided Tariff. The fully provided service is paid for by the Customer in full at the price of the selected Tariff.

5.7. Access to the Platform for the Customer is terminated within 1 (one) business day from the date the Contractor sends the Customer a message about the corresponding return. The specified request of the Customer for a return is also considered a revocation of the Acceptance of the Offer.

5.8. The Customer is notified that when refunding funds for services not rendered, the commission charged by the bank when paying for services on the website is non-refundable.

5.9. If it is impossible to provide services on time, the Contractor has the right to postpone opening access to another date with notification of students by email or via messengers.

5.10. The Contractor undertakes to ensure the confidentiality of all information received from the Customer in the process of rendering services.

5.11. Consent to the processing of personal data, as well as consent to receive information and (or) advertising mailings may be revoked by the Customer at any time after the conclusion of the agreement for the provision of paid online services on the basis of this Offer by sending a revocation of consent.

5.12. The Customer is notified that if the Customer refuses to continue to perform the Agreement and sends a written request for a refund for services not rendered to the Contractor's email or mobile messengers and the Contractor satisfies this request, the Contractor will close the Customer's access to the Platform, including to completed (viewed) lessons. Services for providing access to completed (viewed) lessons are considered rendered.

VI. Intellectual Property Rights and Information Security

6.1. The Customer is notified that any violation of copyright: appropriation of the right to a name, the right of authorship, processing of materials is subject to civil and criminal liability.

6.2. The Customer is notified that for violation of copyright, a fine of 3,000,000 (three million) rubles and damages shall be collected, and the Contractor may, at its discretion, demand from the violator, instead of compensation for damages, compensation in the amount of 1,000,000 (one million) rubles to 3,000,000 (three million) rubles.

6.2.1. The Customer is notified that the burden of proving the absence of guilt lies with the person who violated the intellectual rights of the author.

6.2.2. The Customer has been notified that, in the event of discovery in information and telecommunications networks, including the Internet, of objects of copyright and (or) related rights (except for photographic works and works obtained by methods similar to photography) distributed in such networks, or information necessary for obtaining them using information and telecommunications networks that are distributed without his permission or other legal basis, the author has the right to apply to the federal executive body exercising functions on control and supervision in the sphere of mass media, mass communications, information technology and communications, with a statement on taking measures to restrict access to information resources distributing such objects or information, including a program for electronic computers by means of which access is provided in information and telecommunications networks, including the Internet, to objects of copyright and (or) related rights (except for photographic works and works obtained by methods similar to photography) or to information necessary to obtain them using information and telecommunications networks (hereinafter in this article - software application).

6.2.3. The Customer is notified that Part 1 of Article 146 of the Criminal Code of the Russian Federation provides for criminal liability in connection with the violation of copyright (plagiarism), if this act caused major damage to the author.

6.2.4. The results of intellectual activity presented in the process of providing services in digital form may subsequently be used only by Customers of online services for personal

activities. The Customer is allowed to download the obtained results of intellectual activity to digital media.

6.3. Only the use of handouts is permitted in the following ways: storage and use in personal activities. Quoting video recordings is permitted, indicating the name of the author of the course, including in accounts, websites, messengers, social networks, the Internet.

6.4. Any processing of Programs, webinars, video recordings of the online course, audio recordings of the online course, translation into a foreign language, processing into a computer program, as well as any other creation of new results of intellectual activity based on the author's course is prohibited. For violation of paragraph contractual liability is established, namely a fine in the amount of 100% of the full cost of access, and compensation for moral damage in the amount of 100,000 (one hundred thousand) rubles.

6.5. The Customer is notified that upon detection of materials from the Platform on a shared basis, the Contractor has the right to request an email address from the copyright holder of the site and send the person a pre-trial claim demanding to pay a fine for violation of his copyright. In case of failure to comply with the requirements of the claim, the Contractor has the right to file a statement of claim in court for compensation or damages.

VII. Dispute resolution procedure and liability of the parties

7.1. The Contractor shall not be liable for the discrepancy between the provided service and the Customer's expectations and (or) for his subjective assessment.

7.2. Discrepancy with expectations and (or) negative subjective assessment shall not be grounds for considering the services provided to be of poor quality or not in the agreed volume. Also, opinions of third parties that differ from the opinion of the Contractor (and (or) its partners) shall not be such grounds.

7.3. If the Customer, for reasons beyond the control of the Contractor, has not used the Services and has not notified the Contractor of his desire to refuse the Services in the manner prescribed by this Offer, the Services shall be considered rendered.

7.4. All disputes and disagreements arising in connection with the execution of the agreement for the provision of paid services concluded by the Customer's acceptance of this Offer shall be resolved by the Parties through negotiations. The pre-trial procedure for dispute resolution consists of the Customer sending a claim in writing to the Contractor's email address.

7.5. The Contractor is not responsible for technical problems with the site. The Contractor makes all reasonable efforts to prevent failures and malfunctions in the operation of the Site, but does not guarantee its uninterrupted operation, and is not obliged to notify the Customer of interruptions.

VIII. Other terms

8.1. This Offer shall enter into force from the moment of its Acceptance and shall be valid until the end of the provision of services in accordance with this Offer.

8.2. The Parties confirm that the information they exchange within the framework of the preparation, as well as in the process of execution of this Offer, is of a confidential nature.

8.3. The Customer, by accepting the Offer, gives consent to the processing of his personal data in accordance with the provisions of the Federal Law of 27.07.2006 No. 152-FZ "On Personal Data".

8.4. In matters not provided for by this Offer, the Parties shall be guided by the current legislation of the Russian Federation.

IX. Conclusion, modification and termination of this agreement

9.1. This agreement shall be deemed concluded from the moment of crediting the funds paid by the Customer to the Contractor's current account for the services ordered by him, as well as filling out the application on the Site containing the personal data of the Customer, necessary for the provision of services.

9.2. The Agreement may be terminated early by agreement of the Parties or unilaterally in cases stipulated by the legislation of the Russian Federation.

9.3. The Parties have the right to terminate the Agreement by mutual consent at any time before the actual execution of the Agreement.