

PUBLIC OFFER AGREEMENT

PREAMBLE

Dear user of the site www.omelyanenko.pro, I draw your attention to the fact that reading the textual content of this page means that you are familiar with and agree to the terms of use of the site www.omelyanenko.pro, and is a confirmation of your public offer. Acquaintance with this page, as well as use in any form of the site www.omelyanenko.pro (including, but not limited to placing orders for goods and services using the site www.omelyanenko.pro, participation in bonus programs, promotions, filling applications, forms, etc.) is your unconditional agreement with all the conditions specified in this public offer and is equivalent to the signing of the contract by both parties. This public offer is binding on the parties. In case of your disagreement with the terms of this public offer, you must refrain from using the site www.omelyanenko.pro.

1. DEFINITIONS AND TERMS:

1.1. Site - a web-site owned by the Owner of the site and having an address on the Internet www.omelyanenko.pro, through which the User has the opportunity to purchase the desired product / service.

1.2. User (VI) - a natural person, resident of Ukraine, with full legal capacity; natural person-entrepreneur, resident of Ukraine; a legal entity, resident of Ukraine, using this site and / or its individual tools, which has agreed to the terms of the Public Offer and fulfilled all its terms described below.

1.3. Buyer - A user who has made a purchase on the site www.omelyanenko.pro.

2. SUBJECT AND TERMS OF THE AGREEMENT

2.1. This Agreement regulates the procedure for the User's access to the information posted on the Site, the procedure for using the Site, as well as the possibility of transferring such goods to the User.

2.2. This Agreement is a public offer. By using the materials and tools of the Site, the User is considered to unconditionally and unconditionally accept (confirm) this Agreement. The User is obliged to read the terms of this Agreement in full before placing an order. Making an application from the Site means full and unconditional acceptance of the Agreement (in accordance with Articles 641, 642 of the Civil Code of Ukraine).

3. RESPONSIBILITY OF THE PARTIES

3.1. As a User of the Site, you guarantee not to take any actions that violate the laws of Ukraine, international law and actions that may disrupt the normal functioning of the Site.

3.2. The User agrees to the use and processing of personal data of the User in accordance with current legislation of Ukraine.

3.3. By accepting the terms of the User Agreement, the User also confirms that he is familiar with and agrees with the section on the Private Site, as well as the terms of this Agreement.

3.4. By accepting the terms of the User Agreement, the User confirms that he is legally and legally capable, and that he does not have any restrictions on legal capacity.

3.5. Comments and other records of the User on the Site must not contradict the requirements of the legislation of Ukraine and generally accepted norms of morality and ethics.

3.6. The owner of the site is not responsible for the performance of the equipment on which the site is located, the availability of the Site, the operation of data transmission channels and other technical means for users to access the Site.

4. OBLIGATIONS OF THE PARTIES

- 4.1. The User undertakes to carefully read this Agreement. In case of disagreement with its terms, the User undertakes to immediately stop using the Site.
- 4.2. The User agrees not to take actions that may be considered in violation of Ukrainian law or international law, including in the field of intellectual property, copyright and / or related rights, as well as any actions that lead or may lead to disruption of the normal operation of the Site and site services.
- 4.3. Use of site materials without the consent of the copyright holders is not allowed. For the lawful use of the materials of the Site it is necessary to conclude license agreements (obtaining licenses) from the right holders.
- 4.4. When quoting materials from the site, including protected copyrighted works, a link to the Site is required.
- 4.5. Comments and other records of the User on the Site must not contradict the requirements of the legislation of Ukraine and generally accepted norms of morality and ethics.
- 4.6. The user is warned that the Administration of the Site is not responsible for visiting and using external resources, links to which may be contained on the site.
- 4.7. The User accepts that all materials and services of the Site or any part of them may be accompanied by advertising. The user agrees that the Administration of the Site does not bear any responsibility and has no obligations in connection with such advertising.

5. PERSONAL DATA

- 5.1. By placing an Order on the Site, the User voluntarily gives his consent to the Site Administration to collect and process (accumulation, storage, adaptation, restoration, use, distribution, destruction) of the data specified by him, namely: surname, name, patronymic, e-mail, telephone, address, in order to ensure relations in the field of sales, relations in the field of consumer protection, in the field of advertising and marketing research, and also agrees to the transfer (dissemination) of its data to carriers, freight forwarders and courier organizations , other third parties (without limitation) at the discretion of the Site Administration. This provision is valid for 3 years from the date of the last order on the site.
- 5.2. The source of personal data collection is information provided directly and voluntarily by the User.

6. OTHER CONDITIONS

- 6.1. The User has the right to designate the Recipient of the goods purchased by a third party. In this case, the Recipient is obliged to indicate in the Order form the data necessary to identify the recipient and deliver the goods to him. The relations of the parties, in this case, are subject to the provisions of Art. 636 of the Civil Code of Ukraine.
- 6.2. All possible disputes and contradictions arising between the Parties under this Agreement shall be resolved in accordance with the current legislation of Ukraine exclusively at the place of registration of the Site Owner. Recognition by the court of any provision of this Agreement as invalid does not invalidate the Agreement in the remaining part and does not remove from the User of the Site the obligations accepted at registration.
- 6.3. All rights to the Site as a whole and to the use of the network address (domain name) www.omelyanenko.pro belong to the Owner of the site.
- 6.4. The User agrees that after the registration procedure on the Site, the Site Administration and / or the Seller will send to the e-mail address of users letters and / or messages, including advertising. However, the Site undertakes not to pass the e-mail address, as well as any other information about Users to third parties. The user has the right to refuse such distribution independently.
- 6.5. The user is familiar with and agrees to the terms of this agreement.