

PUBLIC OFFER AGREEMENT No. 02/01-20
on technical assistance services in the field of information technologies

Dnipro city

January 02, 2020

Natural person or individual entrepreneur, hereinafter referred to as “**the Customer**”, represented by the citizen indicated in the registration forms who, under the terms of this agreement, acts by virtue of the legislation of Ukraine, on the one hand, and “ITFAN” LIMITED LIABILITY COMPANY, hereinafter referred to as “**the Contractor**”, represented by PASECHNIK D. S., Director, who acts by virtue of the Articles of association, on the other hand, collectively referred to as “**the Parties**”, agreed to sign this agreement (“the Agreement”), on the following:

1. SUBJECT OF THE AGREEMENT

1.1. The Contractor shall, pursuant to the terms and procedures stipulated by this Agreement, provide the services on registration of the Customer on website “NEW LIFE”, technical assistance in the field of information technologies (hereinafter referred to as “**the Services**”) to the Customer, and the Customer shall accept the Services and pay therefor pursuant to the terms and procedures stipulated by this Agreement.

2. QUALITY OF SERVICES

2.1. The Contractor shall render to the Customer the Services of quality complying with the State standards, technical specifications, current statutory provisions, regulatory acts and instruments according of quality characteristics of the relevant type/category of Services.

3. PRICE OF THE AGREEMENT

3.1. Price of the Agreement shall be:

- For citizens of Ukraine – 100 hryvnias for registration of one natural person;
- For citizens of the Russian Federation and Kazakhstan – 500 Russian rubles for registration of one natural person;
- For citizens of other countries – 10 euro for registration of one natural person.

4. PROCEDURE OF PAYMENT

4.1. Payment under this Agreement shall be made by crediting the current account of the Contractor with funds in hryvnias at the rate of NBU on the date of payment.

5. RENDERING OF SERVICES

5.1. The Services shall be rendered remotely by performing the actions on the customer registration.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Customer shall undertake to:

6.1.1. Fill in all the required forms on the website https://new-life.com and pay the funds for registration, thereby joining the agreement and giving its consent to processing and use of personal data in accordance with the legislation of Ukraine.

6.1.2. According to the results of Services' rendering, accept the Services by obtaining and using the user account.

6.2. The Customer shall have the right to:

6.2.1. Receive information from the Contractor on the status of provision of the Services being the subject of this Agreement.

6.2.2. Demand from the Contractor elimination of any deficiencies of the Services rendered, in accordance with the Certificate executed by the authorized representatives of the Parties.

6.2.3. Initiate early termination of the Agreement in case of failure by the Contractor to fulfill its obligations under this Agreement.

6.3. The Contractor shall undertake to:

6.3.1. Provide the Services during the term of this Agreement on timely basis, in full scope, using its own resources and following the procedure set forth in this Agreement.

6.3.2. Bear all risks and expenses associated with the Services' rendering, including payment of taxes, royalties and other fees and charges in accordance with the requirements of the current legislation of Ukraine.

6.3.3. Proceed to provision of the Services being the subject of this Agreement within 3 working days of the date of receipt of funds in the account of the Contractor.

6.3.4. During the term of this Agreement, eliminate any deficiencies revealed in the Services at its own expense, using its own resources.

6.4. The Contractor shall have the right to:

6.4.1. Receive full payment for the Services rendered to the Customer on timely basis.

6.4.2. Initiate early termination of the Agreement in case of failure by the Customer to fulfill its obligations under this Agreement.

6.4.3. Engage third parties for the fulfillment of its obligations under this Agreement.

6.4.4. Change the cost of services unilaterally before the date of payment.

7. RESPONSIBILITY OF THE PARTIES

7.1. The Parties shall bear responsibility stipulated by the legislation and this Agreement in case of nonfulfillment or improper fulfillment of their obligations thereunder.

8. FORCE-MAJEURE CIRCUMSTANCES

8.1. The Parties shall be relieved from responsibility for the failure to fulfill or improper fulfillment of their obligations under this Agreement in case of force-majeure circumstances that did not exist on the date of entering into the agreement and occurred beyond the control of the parties (accident, catastrophe, natural disaster, epidemic, epizootic, war and so on).

8.2. The Party failing to fulfill its obligations under this Agreement because of force-majeure circumstances should notify the other Party in writing within 3 (three) days at most of the date of their occurrence.

8.3. The evidence of force-majeure circumstances and their period shall be the relevant documents issued by the Chamber of Commerce and Industry of Ukraine to the affected Party under this Agreement.

8.4. If the force-majeure period lasts for more than 30 (thirty) calendar days, each of the Parties shall have the right to terminate this Agreement according to the established procedure. In this case, neither Party shall be entitled to demand compensation from the other Party for any possible losses.

9. SETTLEMENT OF DISPUTES

9.1. In the event of any disputes or disagreements, the Parties shall settle them through mutual negotiations and consultations.

9.2. If it is impossible to settle the dispute in accordance with clause 9.1. of this Agreement, the dispute shall be resolved by the court in compliance with the statutory requirements of the current legislation of Ukraine.

10. DURATION OF THE AGREEMENT

10.1. This Agreement shall enter into effect on the date of posting on the website and is valid till 01/01/2025, and in terms of mutual settlements – until the settlements are fully made by the Parties.

11. MISCELLANEOUS PROVISIONS

11.1. Any amendments and additions to this Agreement shall be made by the Contractor, and the Customer shall accept them by paying for the services.

11.2. In cases not stipulated by this Agreement, the Parties shall be guided by the current legislation of Ukraine.

11.3. Provisions of this Agreement shall constitute a commercial secret and cannot be disclosed to any third parties without the prior written consent of the other Party, except as otherwise provided by the applicable law of Ukraine.

11.4. In the event if one of the Parties in the course of fulfilment of this Agreement becomes aware of information relating to the commercial secret of the other Party, such Party shall have no right to disclose the same. The Customer shall agree to the use of its personal data by the Contractor in connection with the establishment of contractual relationship.

11.5. The Parties shall be responsible for the accuracy of details specified by them in this Agreement and one Party shall timely inform the other Party of any changes in such details in writing.

12. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

The CUSTOMER:

See registration data on the website

The CONTRACTOR:

“ITFAN” LIMITED LIABILITY COMPANY

Domicile address and business address:

49000 Dnipropetrovsk region, Dnipro,
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with PJSC “PrivatBank”



Director  Pasechnik D. S.