

TERMS & CONDITIONS

on the provision of educational services in the field of Tech

The document, the provisions of which are set out below, is a public offer and a public contract. The terms of the public offer and the public contract are the same for all users (customers). Payment for services on the web-site <https://dan-it.com.ua> is an acceptance of this offer, which is equivalent to the conclusion of the contract on the terms set out below.

This public offer is addressed to all individuals and legal entities who wish to use the service and have the technical ability to receive the service.

"DAN.IT" (hereinafter - the Contractor) on the one hand, guided by current legislation of Ukraine offers (public offer) to an individual and / or legal entity (hereinafter - the Customer), hereinafter - the Parties, and each separately - the Party, to conclude a public contract for the provision of services (hereinafter - the Contract) on the following terms:

1. TERMS AND DEFINITIONS

1.1. Public offer - the Contractor's proposal addressed to any natural and / or legal person, in accordance with Article 633 of the Civil Code of Ukraine, to enter into a public agreement with him on the provision of services to access the service <https://www.gotomeeting.com/en-ie> / webinar to receive educational services in the field of IT technologies of the Contractor under the conditions set out in this Agreement.

1.2. Acceptance - full and unconditional consent of the Customer to enter into this Agreement under the conditions specified in this Agreement.

1.3. Contractor - DAN.IT Private Educational Institution provides the services specified in this Agreement.

1.4. The customer is an individual and / or legal entity, a user of the service, who made a payment on the website <https://dan-it.com.ua>.

1.5. The Service is the provision of access to the service <https://my.dan-it.com.ua> by the Contractor to the Customer on a paid basis, after payment performed by the Customer according to this Agreement.

1.6. Cost of services (tariff) - payment, the amount of which is set by the Contractor for the provision of a certain amount of educational services for the Customer through access to the service <https://my.dan-it.com.ua>.

1.7. The scope of services is to provide access to online sessions on the service <https://my.dan-it.com.ua> according to the schedule and duration of services listed on the website <https://dan-it.com.ua> .

1.8. Personal data - information or a set of information about an individual who is identified or can be specifically identified.

1.9. The subject of personal data - a natural person in respect of whom, in accordance with applicable law, the processing of personal data is performed.

1.10. Consent of the subject of personal data - any voluntary expression of the will of an individual to grant permission to process his personal data in accordance with the stated purpose of their processing. Payment on the website <https://dan-it.com.ua> involves the consent of the subject of personal data for their processing.

1.11. Account is a set of information about the Customer provided by him.

1.12. Web browser service plugin - a program that runs in a web browser and extends the functionality of the service.

1.13. Cookies are files that contain a small amount of data that the service <https://my.dan-it.com.ua> transmits to the Customer's web browser, and they are stored on the hard disk of the Customer's computer. Cookies are used <https://my.dan-it.com.ua> to identify the Customer on subsequent visits to the service <https://my.dan-it.com.ua>, which in turn simplifies the interface and site navigation. In other cases, <https://my.dan-it.com.ua> keeps cookies anonymous service information that in no way relates to the identity of the Customer. The customer may prohibit the use of cookies in his web browser at any time, but this may lead to the incorrect operation of certain services <https://my.dan-it.com.ua>.

2. GENERAL PROVISIONS

2.1. Based on the terms and conditions specified in this Agreement, the Contractor provides the Customer, and the Customer accepts services to access the service <https://my.dan-it.com.ua> only after the Customer makes payment on the website <https://dan-it.com.ua> and an account is created.

2.2. Registration data is sent by the Customer within 24 hours from the date of payment.

2.3. The service is provided on a paid basis by providing access to the service <https://my.dan-it.com.ua>.

2.4. The terms of this Agreement are from the moment of payment to the moment of performance of its duties in full by the Contractor.

2.5. All changes and additions to this Agreement are published on the Contractor's website.

2.6. All terms of this Agreement are binding on both the Customer and the Contractor. Before using the Service, the Customer is obliged to read the terms of this Agreement. If the Customer does not agree with the terms of this Agreement, he is not entitled to use the services.

2.7. In case of disagreement of the Customer with the changes made by the Contractor to this Agreement or with the new tariffs for the Service, the Customer must terminate the use of the service.

2.8. The Customer - a personal data subject who has made a payment on the site, agrees to the processing of his personal data in the personal data base of the Contractor, and also agrees to receive regular emails from the service.

3. PROCEDURE FOR PROVISION OF SERVICES

3.1. The provision of services begins after the Customer makes payment on the site, without its written signature by the Parties. The current Agreement has legal force in accordance with Art. 633 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties.

In accordance, the customer who made the payment on the site is considered to be familiar with this Agreement and agrees to all its terms.

3.2. Services under this Agreement are provided to the Customer on a paid basis.

3.3. The fact of receiving the Services by the Customer - an individual is confirmed by payment by such Customer for the Contractor's Services. The Contractor is obliged to send the Customer a receipt for payment for the Services.

3.4. The fact of receipt of Services by the Customer - a legal entity is confirmed by the Act of acceptance-transfer of services (hereinafter - the Act), signed by the Parties (or signed by the Contractor unilaterally in cases provided by this Agreement). The Contractor is obliged to send the Customer a signed invoice (invoice) and a signed Act in 2 copies by mail (previously, an electronic copy of the invoice and the Act may be sent by e-mail or facsimile). The Customer is obliged within 3 (three) working days from the date of receipt of the Act to sign it and send to the Contractor by mail the 2nd copy of the Act, and in case of disagreement with the signing of the Act - his written objections.

If within 1 (one) month from the moment of sending the Act to the Customer, the Contractor does not receive the 2nd copy of the Act signed by the Customer or written objections against signing the Act, the Contractor signs the Act of acceptance-transfer unilaterally.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor undertakes:

4.1.1. Provide services to the Customer in accordance with the paid volume of services.

4.1.2. Notify the Customer about interruptions in the service <https://my.dan-it.com.ua>.

4.2. The Contractor has the right to:

4.2.1. Stop providing paid services from the moment of their expiration.

4.2.2. Change the procedure for providing services and their cost without re-signing

this Agreement by publishing changes on its website <https://dan-it.com.ua> and notifying the Customer at least 1 (one) day prior to changes, to the email specified by the Customer on stage of payment on the website <https://dan-it.com.ua>.

4.2.3. Disclose any information, if necessary, in accordance with the legislation of Ukraine, at the request of authorized government agencies, as well as to ensure the proper functioning of the service <https://my.dan-it.com.ua> or protection of the Contractor and the Customer (s), if it does not contradict the relevant Constitutional rights of citizens and the current legislation of Ukraine.

4.3. The customer undertakes:

4.3.1. When using paid services, pay for the Contractor's services on time in the amount, procedure and terms stipulated by this Agreement.

4.3.2. Adhere to the terms of this Agreement.

4.3.3. Do not resell, do not provide the results of services under this Agreement to third parties.

4.3.4. Get acquainted with the Agreement, the conditions of providing selected services, and comply with their requirements.

4.3.5. Keep all network details (logins, passwords) secret.

4.4. The customer has the right to:

4.4.1. Receive information about services, tariffs.

4.4.2. Refuse to receive letters from the service <https://my.dan-it.com.ua>.

4.4.3. Do not install the service plug-in for a web browser or remove it at any time.

5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties shall be liable for non-performance or improper performance of obligations under this Agreement in accordance with this Agreement and the current legislation of Ukraine.

5.2. The Contractor shall not be liable for the actions of the Customer in relation to third parties or third parties in relation to the Customer and possible losses.

6. COST OF SERVICES, PROCEDURE AND TERMS OF PAYMENT

6.1. The Customer pays for the Service at the rates set by the Contractor on the website <https://dan-it.com.ua>. The Contractor reserves the right to change the established tariffs in case of changes in market conditions or in other significant circumstances. The Customer at its discretion chooses the tariff from the current ones, according to which it will pay for the Service.

6.2. Payment for services is made on a subscription basis. In case of non-payment within the specified period, the Contractor does not provide services.

6.3. Payment for services is made by the Customer on the website <https://dan-it.com.ua>. Sending by the Customer to the Contractor's e-mail address registration data confirming payment for the Contractor's services is a proper confirmation of the Contractor's provision of services.

7. CIRCUMSTANCES OF FORCE MAJEURE

7.1 The Parties shall be released from liability for non-performance or improper performance of their obligations in the event that such non-performance or improper performance occurred due to force majeure. Force majeure includes fires, earthquakes, other natural phenomena, natural disasters, actions of third parties, failure in electricity supply and communications used to provide services, the adoption of acts of public authorities and other circumstances beyond the control of the Parties that prevent timely, complete and proper performance by the Party of its obligations under this Agreement.

7.2. In the event of force majeure, the Party under its influence shall notify the other Party within 5 days of the occurrence of such circumstance or of the possibility for such Party to notify the other Party of the occurrence of the circumstance. Upon cessation of force majeure, the Party under its influence shall notify the other Party of such cessation within 5 days from the end of the force majeure or from the moment such Party has the opportunity to notify the other Party of the cessation of force majeure.

8. PROCEDURE FOR SETTLEMENT OF DISPUTES

8.1. All disputes arising under or related to this Agreement shall be resolved through negotiations between the Parties.

8.2. If the dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the established jurisdiction and jurisdiction of such dispute in accordance with the current legislation of Ukraine.

9. TERM OF THE AGREEMENT, THE PROCEDURE FOR ITS CHANGES AND TERMINATIONS

9.1. This Agreement shall enter into force for the Parties from the moment of payment for the services by the Customer until the Contractor fulfills his obligations.

9.2. The Customer has the right to terminate the contract unilaterally by notifying the Contractor.

9.3. Funds credited to the Contractor's bank account upon termination of the Agreement shall be returned to the Customer and reimbursed in full if the Customer notifies the Contractor of the termination of the Agreement within 14 (fourteen) days from the date of payment.

9.4. If the Customer notifies the termination of the contract after the expiration of 14 (fourteen) days from the date of the first payment, the funds credited to the date of

termination of the Agreement to the bank account of the Contractor are reimbursed proportionally to the actual period of service use.