

Public offer agreement

This agreement is an official and public offer of the Seller to enter into a contract for the sale of the Goods presented on the website www.okomastra.com.ua. This agreement is public, i.e., in accordance with Article 633 of the Civil Code of Ukraine, its terms are the same for all buyers regardless of their status (individual, legal entity, individual entrepreneur) without giving preference to one buyer over another. By entering into this Agreement, the Buyer fully accepts the terms and conditions and the procedure for placing an order, paying for the goods, delivering the goods, returning the goods, liability for a bad faith order and all other terms of the Agreement. The Agreement shall be deemed concluded from the moment the Buyer clicks the "Confirm Order" button on the checkout page in the "Cart" section and receives an order confirmation from the Seller in electronic form.

1. Definition of terms

1.1. Public offer (hereinafter referred to as the "Offer") is a public offer of the Seller addressed to an indefinite number of persons to conclude a contract for the sale of goods with the Seller remotely (hereinafter referred to as the "Offer").

"Agreement") on the terms and conditions contained in this Offer.

1.2. Goods or Services - the object of the parties' agreement, which was selected by the Buyer on the website of the Online Store and placed in the basket, or already purchased by the Buyer from the Seller remotely.

1.3. Online store - the Seller's website at www.okomastra.com.ua is created for the sale of digital coloring books on the basis of the Buyer's familiarization with the product description offered by the Seller via the Internet.

1.4. The Buyer is a legally capable individual who has reached the age of 18, receives information from the Seller, places an order for the purchase of goods presented on the website of the online store for purposes not related to business activities, or a legal entity or individual entrepreneur.

1.5. The seller is Svetlana Tsekhmister, sole proprietor, individual entrepreneur 1867506109, Odesa, tel. 0965958687.

2. Subject of the Agreement

2.1. The Seller transfer the Goods to the Buyer, and the Buyer shall pay for and accept the Goods on the terms of this Agreement.

2.2. The date of conclusion of the Offer Agreement (acceptance of the offer) and the moment of full and unconditional acceptance by the Buyer of the terms of the Agreement shall be the date of filling out the order form by the Buyer located on the website of the online store.

3. Ordering the order

3.1. The buyer independently places an order in the online store through the "Shopping Cart" form, or by placing an order on the social network Instagram.

3.2. The seller will not provide the buyer with the ordered goods without first paying for the order in full. All this happens through this website, automatically and online.

3.3. When placing an order on the website of the online store, the Buyer undertakes to provide the following mandatory information required by the Seller to fulfill the order:

3.3.1. surname, name of the Buyer;

3.3.2. Buyer's email address.

3.3.3. contact phone number.

3.4. The name, quantity, article, price of the Goods selected by the Buyer are indicated in the Buyer's basket on the website of the Online Store.

3.5. The Buyer's acceptance of the terms of this Offer is carried out by the Buyer entering the relevant data in the registration form on the website of the online store or when placing an Order through the social network Instagram or Tik Tok. After placing the Order, the Buyer's data is entered into the Seller's database.

3.6. The Buyer is responsible for the accuracy of the information provided when placing the Order.

3.7. By entering into the Agreement, i.e. accepting the terms of this offer (the proposed terms of purchase of the Goods), by placing an Order, the Buyer confirms the following:

a) The Buyer is fully and completely familiarized with and agrees to the terms of this offer;

b) he/she authorizes the collection, processing and transfer of personal data, the permission to process personal data is valid for the entire term of the Agreement, as well as for an unlimited period after its expiration. In addition, by entering into the Agreement, the Buyer confirms that he/she has been notified (without additional notice) of the rights established by the Law of Ukraine "On Personal Data Protection", of the purposes of data collection, and that his/her personal data is transferred to the Seller in order to fulfill the terms of this Agreement, to make mutual settlements, and to receive invoices, acts and other documents. The Buyer also agrees that the Seller has the right to provide access to and transfer his personal data to third parties without any additional notice to the Buyer in order to fulfill the Buyer's order. The scope of the Buyer's rights as a subject of personal data in accordance with the Law of Ukraine "On Personal Data Protection" is known and understood by him.

4. Price and Delivery of the Goods

4.1 Prices for Goods and services are determined by the Seller independently and are indicated on the website of the Online Store.

4.2 Prices for Goods and services may be changed by the Seller unilaterally depending on market conditions. At the same time, the price of a separate unit of the Goods, the cost of which has been paid by the Buyer in full, cannot be changed by the Seller unilaterally.

4.3. The Buyer's obligations to pay for the Goods shall be considered fulfilled from the moment the Seller receives funds to its account.

4.4. The website www.okomastra.com.ua sells virtual downloadable goods (digital coloring books. The buyer receives the opportunity to download this product only after paying the price of the selected product.

5. Rights and obligations of the Parties

5.1. The seller is obliged to:

5.1.1. Transfer the goods to the Buyer in accordance with the terms of this Agreement and the Buyer's order.

5.1.2. Not to disclose any private information about the Buyer and not to provide access to this information to third parties, except provided by law and in the course of fulfillment of the Buyer's Order.

5.2. The seller has the right to:

5.2.1 To change the terms of this Agreement, as well as the prices for the Goods and services, unilaterally by posting them on the website of the Online Store. All changes shall take effect from the moment of their publication.

5.3 The Buyer undertakes:

5.3.1 Prior to concluding the Agreement, familiarize yourself with the content of the Agreement, the terms of the Agreement and the prices offered by the Seller on the website of the online store.

5.3.2 In order for the Seller to fulfill its obligations to the Buyer, the latter shall provide all the necessary data that uniquely identifies it as the Buyer.

6. Refunds or other controversial issues.

6.1. Downloadable goods cannot be returned.

6.2 In case of disputes, the Parties shall take measures for pre-trial settlement of disputes in accordance with the applicable law.

7. Confidentiality and protection of personal data.

7.1. By providing his personal data on the website of the online store when registering or placing Order, the Buyer gives the Seller his voluntary consent to the processing, use (including transfer) of his personal data, as well as to perform other actions provided for by the Law of Ukraine "On Personal Data Protection", without limiting the validity of such consent.

7.2. The Seller undertakes not to disclose the information received from the Buyer. It shall not be considered a violation if the Seller provides information to counterparties and third parties acting on the basis of an agreement with the Seller, including for the fulfillment of obligations to the Buyer, as well as in cases where the disclosure of such information is required by the requirements of the current legislation of Ukraine.

7.3. The Buyer is responsible for keeping his personal data up to . The Seller shall not be liable for poor performance or non-performance of its obligations due to the irrelevance of information about the Buyer or its inconsistency with reality.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All rights to the website belong to the Contractor.

8.2 The intellectual property rights to the Training Materials used in the Platform, including, but not limited to, images, videos, logos, graphics, sounds, belong to the Contractor.

8.3 The Contractor grants the User a limited, non-exclusive, revocable and non-sublicensable license to access the Platform and use the Training Materials.

8.5 By granting the User the right to use the objects of the right to use for the purposes of fulfilling this Agreement, the Contractor does not transfer any intellectual property rights to such objects and does not grant permission to use them for purposes other than those specified in the Agreement.

9. Other conditions

9.1. This agreement is concluded in Ukraine and is valid in accordance with the current legislation of Ukraine.

9.2. All disputes arising between the Buyer and the Seller shall be resolved through negotiations.

9.3. The Seller shall have the right to amend this Agreement unilaterally as provided for in clause 5.2.1. of the Agreement. In , amendments to the Agreement may also be made by mutual agreement of the Parties in the manner prescribed by the current legislation of Ukraine.