

# Public offer

## Terms definition:

**“Customer”** – Limited liability company “Tarasevych Maksy Vitalievych”, identification code of a legal person 3406615692, phone number: +38(097)888-83-26, E-mail: espressowindowcafe@gmail.com, legal address: 20 Voloska Street, apartment 7, Kyiv, Ukraine, 04070.

**“Acceptance”** – actions taken by the Consumer aimed at accepting the terms of this Public Offer.

**“Application”** – application developed by the Contractor for mobile operating systems Apple iOS, Android. The application is published in the mobile application stores “Play Market” and “App Store” on behalf of the Contractor.

**“Contractor”** – Limited liability company “DLP GROUP” registered in Ukraine.

**“Customer”** – a company that provides services and / or sells goods to the Consumer; carries out marketing communication with the Consumer through the Mobile application; changes the information content of the Application.

**“Consumer”** – an individual who has installed the Application on his / her mobile device and uses the Application in accordance with this Agreement.

**“Public Offer”** – a public offer addressed to an indefinite number of persons concerning the conclusion of an electronic agreement of sale-purchase of proposals on the terms specified by the Customer.

**“Registration”** – filling in the appropriate form by the Consumer in the Application with indication the data necessary for identification.

**“Order”** – properly executed and posted with usage of the Application the Consumer's request to purchase selected Offers.

## 1. General conditions

1.1. Acceptance is the fact of registration of the Consumer in the Application, which is the expressed intention of the Consumer to get acquainted with the proposals of the Customer.

1.2. By the Acceptance, the Consumer / Buyer certifies his full and unconditional consent with all provisions and rules of this Public Offer without any exceptions and restrictions, and confirms that he is familiar with its terms before the Acceptance.

1.3. The agreement is considered concluded from the moment of confirmation of registration.

1.4. Payment for goods shall be made exclusively in UAH by non-cash payment / cash upon delivery.

1.5. The terms of this Agreement are a Public Offer and are communicated to all Consumers by posting the Application, its terms are the same for all Consumers. The parties recognize that it has legal force in accordance with Art. 633, art. 641, 642 of the Civil Code of Ukraine.

## 2. Ordering procedure

Orders can be placed if the Customer has provided access to perform this action.

- 2.1. The Consumer shall personally place an Order for any product that is available for Order in the Application.
- 2.2. In case of absence of an offer, the Customer is obliged to inform Consumers of such information through the Application.
- 2.3. The Consumer has the right to cancel the Order by calling the number of the institution where he made the Order.

### **3. Options to pay the Order**

- Payment in cash at self-pickup / to a courier;
- Payment by Visa and MasterCard payment cards;
- Online payment by Visa and MasterCard payment cards - WayForPay.

### **4. Order's delivery**

- 4.1. Delivery of the Order is carried out by couriers of the Customer to the specified address or by self-pickup from the institution specified at the Order.
- 4.2. Upon receipt of the Order, the Consumer is obliged to check the quantity, quality and range.
- 4.3. The fact of acceptance of the Order by the Consumer is the payment of the Order and receipt at the institution / courier.

### **5. Return / Cancellation of the Order**

- 5.1. In order to return / cancel the Order, you need to call the "hot line" of the institution where the Order was placed and agree on this issue with the administration.
- 5.2. Upon return / cancellation of the Order, the payment transaction is canceled and the funds are returned to the account of the Consumer from which the withdrawal took place.

### **6. Rights and obligations of the Customer**

#### **6.1. The Customer has following rights:**

- 6.1.1. To suspend unilaterally the sale of offers and delivery services (refuse to place an Order / sale and delivery);
- 6.1.2. At its discretion, unilaterally change the offer price. In any case, the value of the Order confirmed by the Customer remains unchanged;
- 6.1.3. In the absence of the Customer's offers ordered by the Consumer, the Customer has the right to exclude the specified proposals from the Order / cancel the Consumer's Order, with obligatory notification the Consumer on this by phone to the phone number specified by the Consumer during registration;
- 6.1.4. At its own discretion, unilaterally make changes to the terms of the Public Offer by posting (publishing) a new version in the Application. Changes come into force from the moment of their posting (publication), if other term of entry into force of changes is not defined in addition at their publication;
- 6.1.5. To place in the Application information about advertising events and marketing activities that are or will be conducted by the Customer;
- 6.1.6. Organize the delivery of Orders, involving third persons in the provision of services.

#### **6.2. The Customer has following liabilities:**

- 6.2.1. After confirming the Order fulfill the duly executed and confirmed Orders;

- 6.2.2. To deliver the Goods in accordance with the Order and the terms of the Public Offer;
- 6.2.3. To check the quantitative and qualitative characteristics of the Order during its preparation for delivery;
- 6.2.4. Do not disclose information about Consumers' personal data in any way.

## **7. Rights and obligations of the Consumer**

### **7.1. The Consumer has following rights:**

- 7.1.1. To choose offers, place orders in the application;
- 7.1.2. To require the Customer to fulfill the conditions and obligations provided for in this Public Offer;
- 7.1.3. By using the Application, the Consumer gives his / her voluntary consent to participate in stimulant, advertising, marketing and other events aimed at promoting the Customer's services.

### **7.2. The Consumer has following liabilities:**

- 7.2.1. By the time of Acceptance of this Public Offer, to familiarize with all its terms and conditions;
- 7.2.2. To get acquainted with the information about the offer (its description), which is placed in the Application, before the Order is placed;
- 7.2.3. Properly pay for and receive the Order executed in accordance with the terms of this Public Offer;
- 7.2.4. At registration and at placement of the Order to provide to the Customer the full reliable information on itself which is necessary for execution of Orders and marketing services by the Customer;
- 7.2.5. The Consumer undertakes to use the Application only for personal use. Do not use third-party software and other technical means that affect the operation of the Application. The Consumer is prohibited from decompiling the Application independently or with the involvement of third persons, as well as to distribute, make public and provide access to the Application to another person, to execute reverse engineering of the Application or its separate elements;
- 7.2.6. Not to disseminate false information on the Application, the Contractor and the Customer. The Consumer warrants that he will not take any actions aimed at harming the Contractor, the Customer, cellular mobile operators or any other persons;
- 7.2.7. The Consumer is personally responsible for the safety of personal data specified in the Application, in case of access to his mobile device by third persons.

## **8. Rights and obligations of the Contractor**

- 8.1. The Contractor has the right on his own behalf or on behalf of the Customer to send the Consumer information about the operation of the Application, information, advertising or push messages, phone number provided by the Consumer, as well as post relevant information in the Application. The Contractor has the right to restrict or block the Consumer's access to applications developed for other Customers.
- 8.2. To control and edit the content of the Application.
- 8.3. To restrict or block the Consumer's access to the Application at any time without notifying the Consumer.
- 8.4. To terminate this Agreement unilaterally at any time by blocking the use of the Application.

## **9. Responsibility of the parties**

9.1. The Contractor is not responsible for the information content of the Application, and for compliance with the needs and expectations of the Consumer.

9.2. The Contractor shall not be liable for any damages incurred as a result of using the Application.

9.3. The Application may contain links or provide access to other sites and the Internet (third persons' sites) and information posted on these sites, which is the result of intellectual activity of third persons, protected in accordance with the laws of Ukraine. The Contractor shall not be liable for any information posted on third persons' sites accessed by the Consumer through the Application, including, but not limited to, any opinions or statements expressed on third persons' sites.

9.4. The Consumer confirms that from the moment of Consumer's use of the link contained in the Application to the third person's website, the Contractor's and Consumer's relationship is terminated, this Agreement no longer applies to the Consumer and the Contractor is not responsible for the Consumer's use of content, the legitimacy of such use and the quality of content posted on third person's sites.

9.5. The Customer / Contractor is not responsible for the quality of public communication channels and possible interruptions in the data network (including, but not excluded, the global Internet), through which being executed access to the Application.

# Confidentiality policy

## 1. General conditions

1.1. The Customer and the Contractor respect the right of the Consumers of the Application to privacy and confidentiality and recognize the importance of protecting collected information on Consumers.

1.2. This Confidentiality Policy is a public document that covers all personal data (PD) processed by the Contractor (Personal Data Owner) and developed in accordance with the current legislation of Ukraine on personal data.

1.3. The Contractor and the Customer will not collect, use or disclose your personal data except as provided by this Confidentiality Policy and current legislation of Ukraine.

1.4. By using the Application, you agree to the terms of the Confidentiality Policy.

1.5. In case of any changes to the terms of this Confidentiality Policy, this shall be notified in a clear, accessible form in the Mobile Application.

## 2. Methods of information gathering

2.1. The Contractor and the Customer receive your data with the help of:

- Filling in the information when you registering in the mobile application;
- Filling in the data when you are making the Order in the application;
- Providing with data during your communication through the "hot line".

## 3. List of information

### 3.1. Required information:

- Last name, First name, Patronymic;
- Mobile phone number.

### 3.2. Additional information:

- Date of birth;
- Sex;
- E-mail;
- Information on interest in this or other product;
- Information on orders and made purchases;
- Reviews.

### 3.3. Information coming from technical means:

- Geographical location;
- Information on technical means (device type, operating system and its version).

## 4. The purpose of collecting information

4.1. We collect information for:

- Identification of the Consumer as a registered user of the mobile Application, prevention of access to his personal data by third persons;

- Assessment and improvement of the quality of service for Consumers of the mobile Application;
- Providing Consumers with up-to-date information on goods, special offers and promotions of the Customer;
- Increase the effectiveness of content;
- Providing assistance through customers' support service;
- Sending important messages of informational, news and advertising character to the Consumer;
- Conducting market research;
- Study of consumer demand;
- Formation and processing of statistical data related to the use of the mobile Application.

4.2. Information processing is carried out in accordance with the requirements of current legislation of Ukraine.

## **5. Transfer of information to third persons**

5.1. The Customer and the Contractor do not transfer the information provided by you to third persons except in cases:

- Delivery of your order by courier services, call centers (call processing centers), with which the relevant agreements have been concluded;
- Online payment by payment services.

## **6. Consumer's rights**

### **6.1. You have following rights:**

- To know what data we process, where the data is stored, how we receive it and the purpose of its processing;
- To send request on receipt a copy of the data we hold about you (only if your identity is confirmed);
- To receive information on the conditions for granting access to personal data, in particular information on third persons to whom your personal data is transferred;
- To demand the deletion of your data from our system (after receiving and reviewing your request, we will be obliged to immediately, but in any case not later than the statutory period to stop processing and delete your personal data);
- Withdraw consent to processing of your personal data;
- To protect your personal data from unlawful processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision, as well as to protect against the provision of information that is inaccurate or tarnishes the honor, dignity and business reputation of the natural person.

## **Contact details**

### **1. Contractor's contact details:**

**"DLP GROUP" LLC**

Phone number: +38(095)218-84-37

E-mail: [legal@uployal.net](mailto:legal@uployal.net)

Address: Ukraine, Chernivtsi, Ruska Str., 1A, office 306

**2. Customer's contact details:**

**"Tarasevych Maksy Vitalievych"**

Identification code of a legal person: **3406615692**

Phone number: **+38(097)888-83-26**

E-mail: [espressowindowcafe@gmail.com](mailto:espressowindowcafe@gmail.com)

Legal address: 20 Voloska Street, apartment 7, Kyiv, Ukraine, 04070