

Public Offer for the provision of services to promote the site on the Internet

Name of the enterprise of the customer, hereinafter referred to as "the Customer", represented by _____, acting on the basis of _____, on the one hand,

and an individual entrepreneur Irina Vladimirovna Kissa (Ukraine), hereinafter referred to as "Contractor", acting on the basis of the certificate of state registration as an individual entrepreneur series B02 № 914228 from 12.10.2010, on the other hand, together "Parties" have concluded the present agreement, hereinafter referred to as "Agreement", on providing Services on site promotion on the conditions of the Offer.

In case of acceptance of the conditions set forth below and payment for the services a legal entity or an individual performing the acceptance of this offer becomes a Customer (acceptance of the offer is tantamount to making an agreement on the conditions set forth in the offer). Acceptance is the fact of the Customer's payment of the invoice for the services provided by the Provider.

1. Terminology

1.1 For the purposes of this Offer the following terms are used in the following meaning:

"Offer" - this document "Offer (public offer) for website promotion services, published on the Internet at <https://jobs-worldstudio.com/> .

"Acceptance of Offer" - full and unconditional acceptance of the Offer, payment of the ordered services by prepayment in the order determined by this Agreement. Customer's acceptance of this Agreement means that he fully agrees with all the provisions of this Agreement. For the purposes of this Agreement the Services shall mean the promotion of the Customer's website by the Executor in the search engines Yandex, Google.

"Customer" - a legal entity or an individual who has carried out the acceptance of the Offer and is thus the Customer of the Executor's services under the concluded Offer Agreement.

"Offer Agreement" - an agreement between the Contractor and the Customer on the provision of services to promote the site, which is concluded through the Acceptance of the Offer.

"Keyword" - one word or every single word in the phrase, which is a link to the Customer's URL. The list of Keywords may be determined by the Parties in the Supplementary Agreement and is part of the Agreement.

"Website" is an Internet information resource that is located at the URL of the format: <http://www.название domain.zone>, in <http://название domain.zone>, <https://www.название domain.zone>, <https://название domain. zone>.

"Search engine <http://www.google.com> " means a hardware-software complex designed to perform searches on the Internet and responding to the Internet user's search phrase set, issuing a set of links to web pages and sites corresponding to the request (according to the Search Engine), Internet resources that contain Keywords (phrases).

"Search Engine Promotion Terms" means a set of factors in a particular search engine (algorithm) responsible for the promotion of the Site.

"Internet User". - a person who has access to the Internet.

"Search Result" - a page displayed by the Search Engine as a response to a user's request and containing a set of links to pages on the Internet that, in the opinion of the Search Engine algorithm, correspond to a given request.

"Site Promotion" - a set of actions to modify the Site and elements of the external environment in order for the Site to occupy high positions in search results for specific keywords.

"High Site Positions" (for the purpose of the Agreement) - the Site's position among the first ten positions in search results, excluding advertising spots that a search engine or other person sells on its site, issued by the Search Engines.

"Counter" - the number of visits to the Site.

"Site Statistics" - the site with the statistics of visits to the Customer's Site.

"Site Optimization" - a set of actions for preliminary preparation of the site for promotion.

"Promotion Report" - includes a letter along with a report of completed work, which contains a description of the work performed in the reporting period, recommendations, working files with uploads, analysis results and more.

"Advertising" - information (advertising materials) addressed to an indefinite range of persons and aimed at attracting attention to the Object of advertisement (site), forming or maintaining interest in it, and its promotion on the Internet.

"Advertising Object" - the site, product, service, or event (including a sporting event, concert, contest, festival, game, betting event) to which the Advertising is directed to attract attention.

"Placement" - any activity directly related to the placement of a Customer's advertisement on one or more Internet venues.

"Venue" - the Internet resource or network of sites on which the Parties have agreed to Place the Advertisement.

"Advertising Campaign" - Placement of advertisements on one or more Sites.

"Advertising Budget" - the total amount of payment for the Advertising Campaign for one calendar month paid by the Customer on the basis of invoices issued by the Contractor during the term of this Agreement.

Twice a month a report on the positions of the site on the date of the report on the words agreed with the client, as well as a report on traffic from the source "search engines" is sent.

1.2 If this Agreement uses terms that are not interpreted in paragraph 1, the definition of such terms is based on the meaning of the text of the Agreement. If there is no possibility of an unambiguous interpretation, one should be guided by the established practice of using Internet terms.

2. General provisions

2.1 The Customer undertakes to pay and accept and the Executor undertakes to execute the

services agreed by the Parties in the corresponding Appendices to this Agreement the Offer.

2.2 The Customer's site, cost, terms and conditions of the services, individual rights and obligations for each service shall be agreed by the Parties in the Appendices to this Agreement.

2.3 The Parties have agreed that the email address of the Contractor for correspondence is considered to be the email sale@jobs-worldstudio.com.

3. Subject matter of the Agreement

Under this Agreement the Parties may agree on the Annexes to provide the following types of services:

3.1 "Placement of Contextual Advertising" - production and placement of text or text-graphic ads on one or more Sites;

3.2 "Placing Media and Contextual Banner" - production and placement of a graphic block on one or more Sites;

3.3 "Advertising on Google Maps" - posting information about the Client's address and services.

3.4 "Advertising on Google Shopping" - posting the Customer's advertisements on the Google Shopping Platform.

3.5 "Placing Codes of Statistics" - posting of the Google Analytics and Google Ads codes, and other advertising systems which enable the collection and processing of data about the website users, on the Customer's website.

3.6. "Analysis of advertising campaigns on the Internet" - including analysis of the effectiveness of the advertising campaign, development of recommendations to increase the efficiency of spending the advertising budget, analysis of the correctness of the installation and configuration of statistical systems.

3.7. "Placement of media advertising" - production and placement of graphic advertisements on one or more Sites.

3.8 Banner Production -- developing the concept and rendering the Customer's advertising banner.

3.9 "Tracking of telephone calls" - connection of the Customer to the system for the accounting of telephone calls.

3.10. "SMM Promotion" - design of the Customer's pages in social networks and filling them with up-to-date information.

3.11. "Site Search Engine Optimization" - a set of works/services aimed at attracting target visitors to the Site and increasing their number by improving the Site's position in the Search Engines by keywords.

4. Procedure of payments, signing of Acts, consideration of disputes, claims

Upon the results of services rendering (performance of work) the Contractor shall send to the Customer the Act of rendering services (performance of work). The Customer shall sign the act or shall send to the Contractor a reasoned refusal to sign the act. In case the Contractor has not received the signed act or refusal within 5 days from the date of receipt of the act by the Customer, the services (works) rendered by the Contractor shall be considered to be duly performed and accepted by the Customer without any comments.

4.1 The Executor is a single taxpayer (single tax in the amount specified in the current legislation of Ukraine).

4.2 Payment for the services under this Agreement shall be made in terms of a 100% (one hundred per cent) advance payment. Violation by the Customer of the conditions and terms of payment stipulated by this Agreement and Appendices to it gives the right to the Contractor not to start providing services under this Agreement or not to provide them to the Customer by notifying the letter by email.

4.3. Obligations of the Customer to pay for the services of the Executor are considered fulfilled from the moment of receipt of money to the current account of the Executor. The proof of payment for the services of the Contractor can be a copy of a document with a bank stamp, certifying the transfer of funds. In this case the Executor reserves the right to demand the original document confirming the fact of payment.

4.4 Each month the Contractor, based on the results of the services rendered, shall submit to the Customer two copies of the Acceptance Act of the work (services). The documents shall be provided within 11 (eleven) working days from the beginning of the month following the reporting month. The Customer shall be obliged to sign the original Certificates and return the second copy to the Contractor's office within 5 (five) working days from the date of receipt of the documents. In case of disagreement with the terms of rendering the Services the Customer shall be obliged to send a motivated written claim to the Executor within the same period of time. If after 5 (five) working days from the date of receipt of documents no objections from the Customer have been received in the Executor office, it is considered that Services are accepted by the Customer without objections. In this case the Statement becomes legally valid, signed by the Executor.

4.5 The invoice shall be drawn up by the Executor for the amount of rendered services in a reporting month and shall be sent to the Customer every month simultaneously with the Acts.

4.6 Claims of the Customer about Services rendered shall be accepted by the Executor for review only in writing and not later than in 3 calendar days from the date of a dispute. Term of consideration of the Customer's claims is no more than 10 (ten) working days.

4.7 Consideration of claims to the Executor, connected with provision of the Services shall be carried out upon presentation by the Customer of appropriate financial documents confirming payment for the Services.

4.8 To solve technical issues when determining the fault of the Customer as a result of his unauthorized actions while using the Internet, the Executor has a right to independently involve the competent organizations as experts.

4.9 The parties have established that under this Agreement no interest is accrued or paid on the debt amount.

4.10. Disputes and disagreements, which may arise between the Parties in the performance of this Agreement or in connection with it, shall be resolved through negotiations between the Parties.

4.11. If the dispute cannot be resolved through negotiations, it shall be referred to the Zaporozhye Arbitration Court, Ukraine, in the manner prescribed by the current legislation of Ukraine, with mandatory compliance with the claim procedure of dispute resolution. The term of response to the claim is 30 calendar days from the date of its receipt.

5. Rights and obligations of the parties

5.1. Contractor's obligations:

5.1.1. Perform actions to prepare the Site according to the recommendations and basic principles of the operation of search engine algorithms (Site Optimization).

5.1.2. Provide timely and quality services to the Customer.

5.1.3. If it is necessary to change the content and / or structure of the information contained on the Site, the Contractor must notify the Customer of the need for such changes and, at the same time, the Contractor may give the Customer recommendations on the merits of the changes.

5.1.4. Transfer during the term of the Agreement, at the request of the Customer, as confirmation of the provision of the Services, the Reports of the Contractor, but not more than 2 times a month.

5.1.5. Observe exclusively the interests of the Customer and not use the information received from the Customer in their own interests and / or in the interests of third parties. Do not transfer, without the written consent of the Customer, to third parties information about the Customer, including personal information, information regarding access to the site, information about the nature of the Services, as well as other confidential information that became known to the Contractor during the provision of the Services.

5.1.6. If possible, notify the Customer of all circumstances that may adversely affect the interests of the Customer, of circumstances that do not depend on the Contractor and create a threat and / or impossibility of high-quality, timely fulfillment of their obligations under the Agreement, including in cases of changes by Search Engines algorithms of work, if the Contractor became aware of such changes.

5.1.7. At the written request of the Customer, the Contractor provides him with a form of the Agreement certified by the seal.

5.2. Obligations of the Customer:

5.2.1. Make a 100% prepayment for the Services on the basis of an invoice issued by the Contractor to the Customer.

5.2.2. Payment procedure: The Customer pays for the Contractor's services within 5 (five) working days from the date of invoicing.

- 5.2.3. Within the terms agreed upon by this Agreement, return the signed Acts to the Contractor or, within the same period, a substantiated claim against them in writing.
- 5.2.4. Ensure the uninterrupted operation of the Site, timely pay for the hosting of the Site and maintenance of the domain name through which the Site is addressed on the Internet.
- 5.2.5. Must take measures to prevent possible unauthorized access to the Site by third parties, including the use and updating of anti-virus programs.
- 5.2.6. It is obliged to notify the Contractor in advance by e-mail about changes made to the Site code (especially regarding the URLs of its pages).
- 5.2.7. In the case of providing passwords/logins to any of the Internet services, the Customer undertakes to change the passwords immediately after the end of the provision of services by the Contractor.
- 5.2.8. Transfer to the Contractor at his request the necessary documents and information within the framework of the Agreement.
- 5.2.9. Pay for the Contractor's Services in accordance with the terms of the Agreement and the selected tariff plan
- 5.2.10. Provide the Contractor with access to information located on the Customer's Website, with the possibility of changing it by the Contractor.
- 5.2.11. Do not disclose information about the methods and means of providing the Services under the Agreement, which became known to him in the process of providing the Services by the Contractor.
- 5.2.12. If it becomes necessary to change the content and / or structure of the information contained on the Customer's website, notify the Contractor of the upcoming changes. The Customer does not have the right to make changes without the Contractor's approval, otherwise he is obliged to pay this and subsequent months as a fully completed work, namely 100% payment.
- 5.2.13. Provide reliable information requested by the Contractor on the functionality and design of the Customer's Website, as well as materials posted on it, in printed or electronic form, including access to search engine statistics services, end-to-end analytics and similar within 3 (three days) business days from the moment the Customer receives the Contractor's request to the Customer's e-mail. In case of failure to provide information by the Customer, he bears the risk of losses associated with the provision of the Services, while the Contractor is not considered to have violated his obligations under this Agreement.
- 5.2.14. Warn the Contractor about the presence of duplicate sites in the Customer in an explicit and implicit form.
- 5.2.15. Keep the relevant financial documents issued by the Contractor confirming the payment for the Services;

5.3. Rights of the Customer:

5.3.1. The Customer has the right to require the Contractor to provide the Services in accordance with the terms of this offer

5.3.2. The Customer has the right to exercise control over the course and quality of the provision of Services without interfering in the activities of the Contractor. At the same time, control can be exercised by any means that do not affect the promotion, for example, through the Yandex webmaster panel, through the contractor's reports and other similar services that the Customer trusts and the placement of which, in the opinion of the Contractor, will not affect the website promotion.

5.3.3. The Customer has the right to receive 2 (two) times a month during the term of the Agreement upon written request, as confirmation of the provision of the Services, the Contractor's Reports.

5.3.4. In the case of the Customer working with the Contractor, at the rates set by the Contractor throughout the entire period of work or during the first month, in case of refusal of the Customer to fulfill the Contract, the Customer is obliged to reimburse the Contractor for actually incurred expenses within 3 (three) working days. The parties agreed that the amount of actual incurred expenses of the Contractor is the amount of one monthly payment in accordance with the tariff plan chosen by the Customer. If the Customer, at the time of refusal to execute the Agreement, paid the Contractor a monthly payment for the current month of the provision of the Services, then these funds are not returned to the Customer, but are credited by the Contractor to reimburse the actual costs incurred for the provision of the Services. This is due to the peculiarity of the activities of the Contractor, and its inability to cancel prepaid transactions on the site.

5.3.5. The customer has the right to change the rate at which his site is promoted after the reporting period and payment of all debts, if any, at the previous rate. To do this, you must pay the invoice (receipt) indicating the amount at the new tariff.

5.3.6. A paid invoice (receipt), indicating the amount of the new tariff or any other changes, will be a confirmation by the Customer of the fact of switching to a new tariff or consent to making changes to the service provided.

5.3.7 Receive clarifications from the Contractor on issues arising in the course of the provision of services.

5.3.8 The Customer hereby grants the Contractor his consent to place his logo on the site <https://jobs-worldstudio.com/> to provide Internet users with information about the existence of a contractual relationship between the Parties.

5.4. Rights of the Contractor:

5.4.1. The Contractor has the right to demand payment for the Services from the Customer.

5.4.2. Engage subcontractors to perform services under this Agreement. In such a case, the Contractor is responsible for the actions of subcontractors, as for his own.

5.4.3. The Contractor has the right to exercise free access to information located on the Customer's Website.

5.4.4. The Contractor has the right to disclose information about the Customer only in accordance with the laws of the country in which the Customer is registered as a legal entity or individual.

5.4.5. The Contractor has the right to change the terms of this offer unilaterally. The date of entry into force of changes to this offer is the date of their publication on the Contractor's website at <https://jobs-worldstudio.com/>

5.4.6. The Contractor has the right to suspend the provision of services if the Customer does not provide the necessary information or provides false information, as well as in case of violation of the terms of payment by the Customer for the ordered services, until the Customer eliminates the reasons for the suspension.

5.4.7. The Contractor, for the duration of this agreement, has the right, at the bottom of each page of the website promoted by the Contractor, to make a link to the Contractor's website with an advertising description formulated as follows or similarly: "Website promotion in the Internet marketing studio Jobstudio". The line of the information part of the site, provided for by this clause of this agreement, cannot be changed or deleted. In case of violation of the specified condition, the Contractor has the right to recover from the Customer a penalty in the form of a penalty in the amount of 5 (five) euros for each day the site is used without a link to the Contractor's website.

5.4.8. The Contractor has the right to place a link to the Customer's website in the portfolio posted. on the website at <https://jobs-worldstudiocom/> .indicating information related to this project without the written permission of the Customer

5.4.9. The right not to accept for consideration the claims of the Customer, presented with a missed deadline, during which such claims can be made in accordance with this agreement;

5.4.10. The right to terminate this Agreement and delete the information posted by the Contractor to promote the Customer's website in the following cases:

a) if the Customer has not eliminated the violations of this Agreement committed by him within one month from the moment the Contractor issues a demand for their elimination;

b) if within one month from the end of the previously paid period for the provision of Services, the customer has not paid for the next period for the provision of Services;

c) if the Customer's activity grossly violates the rules of network etiquette (organization of mass mailings of correspondence of an advertising and other nature (spam), except when such mailing is initiated by the recipients themselves, or is carried out with their prior consent, sending viruses, hosting IRC servers, IRC -bots, etc. programs, placement and distribution of pornographic materials, etc., placement of copyright and related objects without the consent of copyright holders), or violates other requirements of the current legislation of the countries of the world.

5.4.11. The right to refuse the Customer to post information or stop posting his information on the site, if he considers that the nature or content of the Customer's information violates the current legislation country in which the site is promoted, is offensive, violates the rights and legitimate interests of other persons, or is contrary to this Agreement .

5.4.12 Each party has the right to terminate this agreement at any time. Notifying the other party of this at least 20 (twenty) business days in advance. In this case, the parties make mutual settlements. Lost profits will not be reimbursed.

6. Cost of services and payment procedure

6.1. The cost of the Service is determined on the basis of the Contractor's Tariffs published on the Contractor's website at <https://jobs-worldstudio.com/> , based on the selected Tariff. In the event that the client switches to one of the tariffs indicated on the website, the Contractor officially notifies the Customer by email specified by the Customer when registering the application and issues an invoice. Payment of such an invoice (receipt) will mean the Customer's agreement with the amount and terms of the work.

6.2. The cost of the Service does not include the connection of additional components, modules, plug-ins, copywriting and other work not specified in clause 2.1. of this public offer. Additional services are paid separately in accordance with the current prices published on the Contractor's website at <https://jobs-worldstudio.com/>

6.3. Payment for the Services is made by the Customer with an advance payment in the amount of 100 (one hundred) percent of the cost of the selected Services on the basis of an invoice issued by the Contractor to the Customer. VAT is not included. Payment is made by transferring funds to the account of the Contractor specified in this Agreement or by transferring funds in any way convenient for the customer, the options for which are provided to the Customer.

6.4. The Customer undertakes to pay for the Services of the Contractor before the expiration of the Acceptance Period (clause 7.3 of this Offer).

6.5. The Customer undertakes to notify the Contractor of the payment made, providing a copy of the payment document.

6.6. The Customer's obligation to pay for the services is considered fulfilled from the moment the payment amount is credited to the Contractor's settlement account.

6.7. The customer is solely responsible for the correctness of payments made by him. When changing the bank details of the Contractor, from the moment the new details are published on the Contractor's website, the Customer is solely responsible for payments made using outdated details.

6.8. Acceptance of the Services rendered is formalized by a bilateral Acceptance Certificate, which the Contractor sends to the Customer by email specified by the Customer when registering the application. If, after 5 (five) business days, the Customer has not provided the Contractor with the signed Act and has not notified the Contractor of the deficiencies found, the Services are considered accepted.

7. Acceptance of the offer and conclusion of the contract

7.1. Acceptance of the Offer by the Customer, made before the expiration of the Acceptance Period, creates an Agreement on the terms of this Offer.

7.2. The Customer accepts the offer by paying for the Services in respect of which the Agreement is concluded. Acceptance of the Offer is subject to Section 7 of this Offer.

7.3. The Acceptance period is 5 (five) banking days from the date of issuing an invoice for payment for the Service ordered by the Customer.

7.4. The Agreement comes into force from the moment of Acceptance of the offer by the Customer and is valid:

a) until the Contractor fulfills its obligations to provide Services in the amount corresponding to the amount of the prepayment made by the Customer under the Agreement (including the repeated payment made before the termination of the Agreement);

b) until the termination of the Agreement.

7.5. The Customer agrees and acknowledges that the introduction of changes to the Offer (clause 5.4.5) entails the introduction of these changes into the Agreement concluded and valid between the Customer and the Contractor, and these changes in the Agreement come into force simultaneously with such changes in the Offer.

8. Special conditions and liability of the parties

8.1. For non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall be liable under the Legislation, taking into account the conditions established by the Agreement.

8.2. The Contractor shall not be liable to the Customer for any delays and interruptions in communication, damage or loss occurring directly or indirectly due to force majeure, as well as for reasons beyond the reasonable control of the Contractor.

8.3. The Customer is solely responsible for the content of the information transferred to the Contractor for the provision of Services under this Agreement, its accuracy, cleanliness from claims of third parties and the legitimacy of its distribution (without violating copyright, related, industrial and other intellectual property rights).

8.4. The Contractor is not responsible for the difficulties that the Customer has in using the Contractor's services caused by the low quality of communication lines and channels provided to the Customer by third parties, the use of unlicensed software (including applications not used directly for working with the Internet), with the functioning of the subscriber equipment and other circumstances beyond the competence of the Contractor.

8.5. The Contractor is not responsible for the timing of site promotion in case of untimely provision of materials by the Customer and untimely fulfillment of the tasks by specialists who perform them on the side of the Customer on the recommendation of the Customer.

8.6. The Contractor has the right, if the Customer, by his actions and behavior, interferes with the performance of his main work or his behavior does not correspond to the moral principles of the Contractor, limit communication channels and transfer communication at his discretion to a convenient channel. At the same time, the definition of obstacles and moral principles is determined by the Contractor at its own discretion. But at the same time, his actions must comply with the laws.

8.7. The Contractor is not liable for direct or indirect damage caused to the Customer as a result of the use or inability to use the services or incurred as a result of errors, omissions, interruptions in work, deletion of files, defects, delays in work or data transfer, or changes in functions and other reasons.

8.8. The customer is fully responsible for the safety of his password and for losses that may arise due to its unauthorized use.

8.9. Measures of responsibility of the parties not provided for in this Agreement shall be applied in accordance with the norms of civil law.

8.10. Disputes and disagreements that may arise during the execution of this Agreement will, if possible, be resolved through negotiations between the Parties. If it is impossible to resolve disputes through negotiations, the parties submit them for consideration to the Arbitration Court in the city of Zaporozhye, Ukraine.

9. Confidentiality. Copyright

9.1. The Contractor undertakes to keep secret all commercial information that is not classified as publicly available, which he received from the Customer during the term of the Offer Agreement, only if it was designated as secret or confidential.

9.2. The Parties acknowledge that confidential information is understood as technical, technological, commercial, organizational information (including the terms of the provision of the Services under this Agreement) that has actual or potential commercial value due to its unknown to third parties who could benefit from its disclosure or use. .

9.3. The Parties undertake not to disclose, disclose, publish or provide in any other way such information to any third party without the prior written permission of the other Party that entered into the agreement.

9.4. The Parties acknowledge that the fact of cooperation is not a trade secret.

9.5. The Contractor undertakes, when executing the Offer contract, to comply with the requirements of the law, including the protection of consumer rights, the protection of personal data. The Contractor is obliged not to allow persons who do not have the appropriate authority to access the documents available in connection with the implementation of the Offer Agreement, if such documents are initially designated by the Customer or the Contractor as confidential.

9.6. The Contractor undertakes to maintain the confidentiality of the data provided by the Customer and not to disclose them to third parties (with the exception of authorized state bodies, as well as delivery services, auditors, consultants, accountants, lawyers on the condition that they keep the information received confidential). The Contractor's privacy policy is an integral part of this Offer Agreement.

9.7. The Customer provides the Contractor with consent to the processing, for the purpose of fulfilling the Offer Agreement and on its terms, of his personal data provided to the Contractor, and confirms by paying the invoice under the Offer Agreement that he has read and agrees with the Contractor's Privacy Policy presented on the site <https://jobs-worldstudio.com/politika-konfidencialnosti>

9.8. Property rights to texts, images and graphics prepared and provided by the Customer to the Contractor under the Agreement belong to the Customer or third parties. The Customer is responsible for the legality of the use of materials belonging to third parties.

10. Termination of the contract

10.1. Each Party has the right to early termination of this Agreement unilaterally with prior written notice to the other Party at least 30 (thirty) calendar days before termination of the contract.

10.2. The Contractor has the right to terminate this Agreement unilaterally in case of violation by the Customer of the requirements points 5.2. actual agreement.

10.3. The Customer has the right to terminate this Agreement unilaterally order in case of violation by the Contractor of the requirements of 5.1 clause of this Agreement

10.4. In case of termination of the Agreement at the initiative of the Customer before the moment the prepayment amount is fully worked out, the Contractor retains from the Customer a penalty in the amount of 17% (seventeen percent) of the unearned prepayment, except for the event of termination of the Agreement specified in clause 10.3. present Agreement.

11. Guarantees

11.1. The Customer guarantees the Contractor that the Advertised Object, in its content and design, complies with the requirements of the current legislation of the country in which the advertisement is displayed or other applicable law (on advertising, copyright, rights to the results of intellectual activity).

11.2. The Customer guarantees that the distribution of advertising of the Advertised Object does not violate the rights of third parties. All settlements with authors and holders of related rights are made by the Customer independently. In the event that the Customer violates its guarantees, the Customer shall reimburse the Contractor for all documented losses incurred by the Contractor caused by such a violation. In this case, the Contractor is obliged to notify the Customer of the relevant claims.

11.3. The Customer guarantees that the Advertised Object is not an election campaign. If the Advertised Object becomes a participant in the electoral process (registered as candidates for filling positions (posts) in state authorities and / or subjects, as well as in local governments, etc. The Customer is obliged to immediately inform the Contractor about these changes, attaching the necessary documents Campaign

11.4. If the Advertising Object is subject to compulsory licensing, the Customer must provide the Contractor with duly certified copies of the licenses before launching the Advertising Campaign. If the Advertised Object is subject to mandatory certification, the Customer must provide the Contractor with duly certified copies of certificates before launching the Advertising Campaign.

12. Final provisions

12.1. All Annexes to the Agreement are its integral part.

12.2. The Party that has not performed or improperly performed the obligation under this Agreement shall be liable unless it proves that proper performance was impossible due to force majeure (extraordinary and unavoidable circumstances under the given conditions). Such circumstances do not include violation of obligations by counterparties and lack of necessary funds from one of the Parties. A Party shall be deemed not guilty of causing harm to the other Party if, with the degree of care and diligence required of it by the nature of the obligation and the terms of the Agreement, it has taken all measures for the proper fulfillment of the obligation.

12.3. For the duration of force majeure circumstances, the fulfillment of obligations under this Agreement is suspended. The resumption of work is carried out after the elimination of the consequences of force majeure.

12.4. The Parties under the Agreement recognize the legal force of the texts of documents received through communication channels, along with documents executed in simple written form. An exception to this rule is the exchange of claims, for which a simple written form is required and it is sent by letter with return receipt to the legal address of the Contractor.

12.5. Communication channels in terms of the Agreement are:

1) e-mail;

a) the e-mail address of the Customer, specified by him when placing an order for the service,

b) the e-mail address of the Contractor, specified in these conditions of the Offer;

2) mail with acknowledgement of receipt.

12.6. In the event that contact addresses are changed at the initiative of the Customer, the email addresses provided to the Contractor by the Customer will be considered contact addresses.

12.7. The Parties assume full responsibility for the actions of employees who have access to communication channels.

12.8. The Customer guarantees the Contractor the accuracy and timeliness of the provision of information.

13. Details of the Contractor

Individual Entrepreneur Kissa Irina Vladimirovna

Certificates of state registration
series B02 No. 914228 dated 10/12/2010

Legal address: Ukraine, 69106, Zaporozhye, st. Svetlovodskaya 88a

E-mail: sale@jobs-worldstudio.com