

Public offer agreement

This Agreement is a public agreement (a public offer on the basis of clause 2 of Article 437 of the Civil Code of the Russian Federation) and represents an offer by the Administration of the site "pythontopschool.com", which is the property of IP MAKAROV DANIIL VYACHESLAVOVYCH (Taxpayer Identification Number (INN) 665899735727, Primary State Registration Number (OGRNIP): 322665800006464 , Business address: Sverdlovsk region, Ekaterinburg, st. Krasnolesya 127, apt. 5 (hereinafter referred to as the Contractor), enter into an agreement with any person who has expressed a willingness to use the services of the Contractor and has accepted the terms of this Agreement (offer), hereinafter referred to as the "Customer," for the provision of services.

1. Procedure for concluding the Agreement. Acceptance of the Offer

1.1 The agreement on the terms of this Offer is considered concluded between the Parties at the moment of acceptance (acceptance) by the Customer of all the terms of this Offer, available on the website at: pythontopschool.com. Acceptance of the Offer with reservations is not allowed.

1.2. Acceptance of this Offer is carried out by the Customer by registering on the website :pythontopschool.com or by paying the Customer an invoice for the provision of services.

1.3. By accepting the Offer, the Customer confirms that he has read and fully agrees with the terms of this Offer and all annexes that are an integral part of this Offer and are binding on the Parties.

1.4. The Customer undertakes to independently familiarize himself with the terms of this Offer available on the website at: pythontopschool.com

2. Definitions and terms

2.1. "Offer" is a public offer of the Contractor addressed to any person to conclude this Agreement with him.

2.2. "Acceptance" – full and unconditional acceptance by the Customer of the terms of the Agreement.

2.3. "Customer" is the purchaser of services who has entered into an agreement with the contractor in the manner and on the terms contained in the public offer.

2.4. "Internet Network" or "Internet" is a global telecommunications network of information and computing resources.

2.5. "Videos" – audiovisual works (with or without sound, short or full-length), and/or fragments thereof (including, but not limited to: animation works, film, television, video films, music videos, etc. .), posted on the Internet.

2.6. "Youtube Video Hosting" is a website on the Internet at the address: <https://www.youtube.com/>, where the Customer independently posted the Video

2.7. "Advertising materials" or "Advertising" – information addressed to an indefinite number of persons and aimed at attracting attention to the Advertising Object, generating and maintaining interest in it, promoting it on the market, including: audio, video, graphic, text or other materials, the main content of which is information.

2.8. "Object of advertising" – a product/service/product, a means of individualization, manufacturer, seller and other persons/objects to which the Customer's Advertising is aimed at attracting attention.

2.9. "Internet resource" is a set of technical means and information intended for publication on the Internet and displayed in certain text, graphic or audio forms. The site has a unique email address (name) that allows it to be identified and accessed.

2.10. "Internet page" (HTML page) - an internal page of an Internet resource - a set of information materials integrated by software and hardware, including text, graphics, intended for publishing data on the Internet as an integral part of the Site.

2.11. "Site Administration" – authorized employees of the company "pythontopschool" to manage the site, acting on its behalf, who organize and maintain the Service in an active state, having all the powers and all possible rights of the Service.

2.12. The site "pythontopschool.com" is a web service that provides advertising services on the Internet.

3. Subject of the Agreement

3.1. The Contractor undertakes to perform services based on the list of services selected by the Customer on the website in accordance with the terms of this Agreement, and the Customer accepts and pays for the services in accordance with the terms of this Agreement.

3.2. A list of services and their costs are posted on the website at: pythontopschool.com

4. Procedure and conditions for the provision of services

4.1. The Customer, through the site interface and/or in any other way, forms an order based on the list of services selected by the Customer on the site or in the commercial offer.

4.2. The Customer provides the Contractor with Advertising materials in the form of links in accordance with the requirements of clause 4 of this Agreement.

4.3. If the Customer has provided an incorrect and/or incorrect link to the Advertising Material, and/or if the link does not correspond to the ordered service and/or the link and the Advertising Material does not comply with clause 4 of this Agreement and/or any other terms of this Agreement are violated, the order will be launched and is considered completed on an "as is" basis - without any guarantees, payment made to the Customer will not be returned.

4.4. If the Customer refuses to provide services, the payment made to the Customer will not be returned.

4.5. The Contractor has the right to refuse to provide services to the Customer without specifying reasons, to suspend or terminate the provision of services without returning the paid price for unfulfilled services.

4.6. The fact of the start of the service is considered if the Customer received a notification about the launch of the ordered e-mail specified when placing the order.

4.7. After completion of the service, the Contractor sends a notification of completion of the order to the Customer's email address specified when placing the order.

4.8. Services are considered to be provided properly and in full if the Customer receives a notification with access to the order on any platform to the email specified when placing the order.

4.9. The fact of completion of the service is considered if the Customer has received all access to electronic materials, links to the email specified when placing the order.

5. Responsibilities of the parties

5.1. Responsibilities of the Contractor:

5.1.1. Provide quality services in accordance with the terms of this Agreement.

5.1.2. Consider the Customer's claims regarding the quality of services provided.

5.2. Responsibilities of the Customer:

5.2.1. Pay for the Contractor's services under the terms of this Agreement.

5.2.2. It is not possible to notify the Contractor about changes in the order, however, it is not possible to make changes at the time the paid services begin, with the exception of payment to the Contractor of the funds actually paid.

6. Guarantees of the Parties

6.1. The Customer guarantees that the Advertising Materials do not violate any rights of third parties, including, but not limited to, copyright and related rights of third parties. All payments to authors and holders of related rights are made by the Customer independently.

6.2. The Customer takes all measures to ensure that the Contractor is not involved in any payment in favor of any third party in relation to the use of the Advertising Materials specified in this Agreement. In the event that third parties (including competent government bodies) make claims or demands regarding the Customer's Advertising Materials (including their violation of the law or the rights of third parties), the Customer undertakes to resolve them independently and at his own expense, protecting The Contractor from any proceedings, disputes, claims and claims, as well as indemnifying the Contractor for any related actual losses.

6.3. The Contractor under no circumstances guarantees that the services provided under this Agreement will lead to the effect or consequences that the Customer, for any reason, expected or based on when concluding the Agreement.

7. Registration on the site. Cost of services and payment terms

7.1. To gain access to placing orders on the site, the Customer must register by filling out the registration form through the site interface.

7.2. A list of services indicating their costs is posted on the website at: pythontopschool.com

7.3 Depending on the chosen payment method, a commission may be charged.

7.4. The Contractor is not responsible for the actions of payment system operators and their errors, including in the event of operators' refusal to accept payments, delay in transfer of payment to the Contractor, as well as in other cases. If funds are not credited to the Contractor's account due to an error, the obligation to return funds to the Customer lies with the electronic payment system provider

7.5. The cost of services for the selected Tariff is debited from the Balance on the basis of 100% prepayment at the time of creating the Order.

7.6. Refunds of funds written off as payment for the Order on Balance are not made.

8. Circumstances of force majeure (Force Majeure)

8.1. A party is released from liability if the failure to fulfill or improper fulfillment of obligations was associated with force majeure circumstances (force majeure), that is, unforeseen, extraordinary and inevitable circumstances under the given conditions that the Parties could neither foresee nor prevent by reasonable measures. Such circumstances, in particular, are: natural disasters, fires, earthquakes, floods, wars, military operations of any nature, strikes, blockades, embargoes, prohibitions or restrictions on exports or imports, political unrest, riots, and their consequences, acts and decisions of authorities state authorities, changing the legal status of the parties under the Agreement, limiting and/or prohibiting the fulfillment of obligations under this Agreement, or otherwise affecting the ability to fulfill the terms of this Agreement and other circumstances beyond the reasonable control of the Party, including failures arising in telecommunications and energy networks, the action of malicious programs, as well as dishonest actions of third parties, expressed in actions aimed at unauthorized access and/or disabling the software and/or hardware complex.

8.2. In the event of force majeure circumstances, the period for fulfilling obligations under this Agreement is postponed in proportion to the time during which such circumstances and their consequences exist9. Procedure for amending and terminating the Agreement

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9.1. If disputes arise between the Parties related to this Agreement, including non-fulfillment or improper fulfillment of their obligations under the Agreement, the Parties will make every effort to resolve them through negotiations. If an agreement is not reached, disputes must be resolved through a claim procedure.

9.2. A written claim is subject to consideration within 30 (Thirty) business days from the date of its receipt by the relevant Party. Letters are sent exclusively to the support service by email: filatpirat@gmail.com

9.3. The Customer's email address is the address specified when placing the order. Letters of complaint and/or other requests received from the Customer from other email addresses are not accepted or considered.

9.4. The Customer undertakes not to challenge the only correct decision on the part of the Contractor/site support service in case of conflict and disputable situations.

9.5. The Contractor has the right to block the Customer's account and/or stop correspondence with this Customer and/or leave the incoming application without consideration if repeatedly contacting the Contractor/site support service and/or duplicating requests, as well as requests to fulfill a larger volume of services and/or the Customer's requirements, contrary to the terms of this Agreement.

9.6. The Contractor has the right to send information letters and commercial offers to the Customer by email or other means.

10. Personal data

10.1. The Customer gives his consent to processing, including receiving, storing, combining, transferring or any other use of personal data of the Customer's employees, structural divisions of the Customer and/or any third parties whose personal data was provided by the Customer to the Contractor in connection with this Agreement.

10.2. The Customer agrees that the personal data of the persons specified in clause of the Agreement may be sent by the Contractor to third parties on confidentiality terms

11. Other prohibited actions on the site

11.1. The customer promises not to take actions aimed at hacking the site's system, gaining illegal access to data or DDoS attacks. In relation to the Customer suspected of violating this rule, appropriate measures will be taken: a complete ban on access to the site and blocking, refusal to provide services. In addition, we have the right to notify the responsible authorities about the Customer's illegal actions.

11.2. The Customer promises not to use IP-proxy/VPN or other methods to hide the place of residence; appropriate measures will be taken against the Customer suspected of violating this rule: a complete ban on access to the site and blocking, refusal to provide services.

11.3. It is prohibited to copy the entire site or any individual part of it without written consent from the Contractor. In addition, we have the right to notify the responsible authorities about the Customer's illegal actions.

12. Duration of the agreement

12.1. This agreement comes into force from the moment of its conclusion (acceptance of the offer) and is valid until the Parties fully fulfill their obligations.

12.2. Neither Party has the right to assign, transfer in another form to third parties or be released from this Agreement or any right or obligation provided for herein, without the prior written consent of the other Party to this Agreement, except in cases expressly stated in this Agreement.

12.3. This Agreement, including all appendices to it, constitutes one single public Agreement concluded between the Contractor and the Customer, which replaces all other preliminary agreements, understandings, and other relations, written or oral, concluded between the parties and related to the subject of this Agreement