

TERMS AND CONDITIONS (TERMS OF USE)

(Last update: 25.06.2023)

This Terms and Conditions (Terms of Use) (hereinafter referred to as the “Agreement”) whereby one party, the Individual Entrepreneur Razumovska Iryna (hereinafter referred to as the “Contractor”), on the one hand, and any person who accepts this offer (hereinafter referred to as the “Client”), on the other hand, hereinafter collectively referred to as the Parties, and each individually as the Party, have entered into this Agreement addressed to an indefinite number of persons, which is an official public offer of the Contractor to enter into Agreement with any Client.

Please review these terms and conditions carefully before placing an order on the Website <https://garazd.biz>. If you continue to use the Website, you hereby confirm that you have fully and unconditionally accepted all the terms and conditions of this Agreement, confirm that you understand such terms and conditions, and enter into the Agreement with Individual Entrepreneur Razumovska Iryna.

TERMS AND DEFINITIONS

The Acceptance is the Client's full, unconditional and implicit consent to all provisions of this Agreement and its annexes (if any) in the wording and in accordance with the understanding of the Agreement's provisions set forth on the Contractor's website.

The Website (and/or the Site) is an Internet resource available at <https://garazd.biz>, through which the services specified on the website and determined by this Agreement are provided.

Odoo is the ERP system developed by the company Odoo S.A.

The Client is (1) an individual, without prejudice to the jurisdiction, citizenship and residence, (2) an individual entrepreneur and/or a legal entity registered in accordance with the laws of Ukraine or the laws of a foreign country.

The Contractor is an Individual Entrepreneur Razumovska Iryna, registered in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations in accordance with the procedure established by the applicable law, the number of the state registration record in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations: 2480000000106671 dated 23.01.2009, which provides the services stipulated in Paragraph 2.1. of the Agreement and specified in the preamble of the Agreement.

The Payment Service is a service for processing payment transactions/settlements between the Client and the Contractor. In this case, the payment service used by the Contractor for receiving payments shall include the following payment service: WayForPay, Fondy, LiqPay, etc. with whom the Contractor has entered into the relevant agreement. The Client has the right to choose a convenient Payment Service for settling with the Contractor from those that are currently active on the Website. In this case, money transfers shall be made in accordance with the rules of the respective Payment Service chosen by the Client.

The Terms and Conditions (Terms of Use) is a public agreement within the meaning of Articles 633, 641 of the Civil Code of Ukraine, in which one Party - the

Contractor has undertaken to provide the services specified in Paragraph 2.1. of the Agreement to anyone who requests it.

The Client's Personal Account is a web page located on the Contractor's Website to which the Client has personal access after the registration procedure completion. The "Client's Personal Account" allows the Client to place an order and contains the Client's personalized data, information about the Client's order, and other data. The Client bears all risks associated with the use of the online service "Client's Personal Account" by any third party who was not authorized to use it and the consequences of such use. In turn, the Contractor, upon receipt of a notification provided by the Client regarding the detection of unauthorized access to the "Client's Personal Account" by unauthorized third parties, undertakes to make reasonable efforts to prevent the use of the online service "Client's Personal Account" by unauthorized third parties.

1. GENERAL PROVISIONS

1.1. This Agreement is an official offer (public offer) of the economic activity participant, Individual Entrepreneur Razumovska Iryna, containing all material terms and conditions of services provision, which, in accordance with Articles 633, 641 of the Civil Code of Ukraine, are the same for all the Clients.

1.2. The Agreement is binding for its Parties - the Contractor and the Client, in the event that the Client takes any actions indicating its acceptance.

1.3. Registration on the Website and/or payment for services through the Payment Service or any other payment system available on the Site, in accordance with Part 2 of Article 642 of the Civil Code of Ukraine, is considered acceptance of the Agreement between the person who made the payment and the Contractor, and certifies the fact of its conclusion, without the signing of a written copy of the Agreement by the Parties.

1.4. The acceptance of the terms of this Agreement shall also constitute the Client's acceptance of all other agreements, rules, subsequent amendments to the terms of the Agreement and other documents, including the Acts of Acceptance and Transfer of Services rendered, which shall be an integral part of this Agreement and which shall determine the procedure for the provision of services by the Contractor. No written copies of such documents shall be signed separately by the Parties.

1.5. From the moment of the Acceptance by the Client, this Agreement shall be deemed to be concluded.

1.6. Further use by the Client of the services under this Agreement after the Contractor has made any changes and additions to the Agreement shall mean the Client's full, unconditional and implicit consent to such changes (amendments).

1.7. Any issues not covered by this Agreement shall be subject to the information provided on the Contractor's Website and the applicable laws of Ukraine.

1.8. This Agreement is published on the Internet on the Contractor's Website at the following link: <https://garazd.biz/en/shop/terms> and is available in the following languages: Ukrainian and English.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Contractor undertakes to provide the Client with services on the terms and in the manner specified in this Agreement, and the Client, hereby, undertakes to pay for the services in full in accordance with the terms of this Agreement.
- 2.2. According to this Agreement and the terms of the Website, the Contractor may provide, and the Client shall receive, the following services:
- software supply (software modules of the Odoo);
 - software development services (development, modification, testing and technical support of software);
 - information technology consulting services.
- 2.3. All the services available on the Website are provided by the Contractor on the basis of its registered types of activities (code from the Classifier of Types of Economic Activities) and in accordance with the laws of Ukraine.

3. ORDERS AND SERVICES PROVISION PROCEDURE

- 3.1. The Client orders the services on the relevant page of the Contractor's Website <https://garazd.biz/shop> by selecting the required services and adding the item to the "Cart".
- 3.2. The Client can order the provision of services by filling out the appropriate "Contact Us" form posted on the official Website of the Contractor <https://garazd.biz/en/contactus>.
- 3.3. The Client can order by writing a letter to the Contractor's e-mail and/or by phone number or any other communication channel specified in the "Contacts" section on the Contractor's official Website <https://garazd.biz/en/contactus>.
- 3.4. To process the order, the Client shall provide the following data: first name, last name, e-mail, phone number, country, postal code and company name.
- 3.5. The Client provides his or her personal consent for the processing and storage of his or her personal data by creating an account on the Contractor's Website, ordering and paying for services, filling out forms and performing any other actions on the Website.
- 3.6. The term for processing the order by the Contractor is up to 5 (five) business days from the date of its submission by the Client in accordance with the procedure provided in Paragraphs 3.1.-3.3. of the Agreement. If the order is submitted on a weekend or a public holiday, the order processing period shall begin on the first business day after the weekend or a public holiday.
- 3.7. In case the Client chooses such a service as software supply (Odoo modules), the module shall be received after submitting the order and payment thereof by means of its independent download from the Client's Personal Account or via the Internet through the communication channels agreed upon by the Parties. In case of downloading from the Client's Personal Account, the Client's registration on the Website is mandatory.
- 3.8. The Contractor shall provide technical support and maintenance after the delivery of the software (Odoo modules). The term of technical support is 30 (thirty) calendar days from the date of receipt of the module and includes consulting services for setting up the module in the total amount of up to 2 (two) hours.
- 3.9. The Contractor undertakes to correct possible errors (deficiencies) in the Odoo module (if any) within 180 (one hundred and eighty) calendar days from the date of services provision and receipt of the module in the presence of an application from the Client, executed in accordance with the Paragraph 3.10. of the Agreement.

3.10. In order to receive technical support and/or consultation and/or to send a message about the error or defect in the module functioning, the Client undertakes to send a request to the e-mail address: support@garazd.biz. The term for processing the message and feedback to the Client is 48 (forty-eight) hours from the moment of receipt of such a message. Messages are processed during business days (from 10:00 to 18:00 Kyiv time, Monday to Friday). If the notification was sent on a weekend or a public holiday, the period for processing such notification shall begin on the first business day after the weekend or a public holiday. Processing a message does not imply correcting errors or deficiencies or providing advice.

3.11. The services shall be deemed to be provided by the Contractor to the Client in the full scope, of proper quality, in accordance with the Client's requirements, unless the Client has stated otherwise in writing within 3 (three) calendar days from the date of the payment for the services.

4. REFUND PROCEDURE

4.1. In accordance with the Resolution of the Cabinet of Ministers of Ukraine "On the Implementation of Certain Provisions of the Law of Ukraine "On Consumer Rights Protection", the software is neither exchanged nor returned. The return is impossible also due to the specifics of the Odoo software modules, which are supplied as open source.

4.2. In some cases, a refund may be made under the conditions set forth at the following link: <https://garazd.biz/en/refund-policy>.

5. SETTLEMENTS PROCEDURE

5.1. The price of services under this Agreement shall be posted on the official Website of the Contractor at the following link: <https://garazd.biz/shop>.

5.2. The Client shall pay for the services under this Agreement by prepayment in accordance with the Contractor's tariffs for services by wire transfer via the Payment Service or to the current bank account of the Contractor.

5.2.1. For payment, the Client shall enter bank details and other details using the widget and other technical tools of the Payment Service;

5.3. The Client is solely responsible for the accuracy of payments made by him/her.

5.3.1. The responsibility for processing payment details, quality and speed of the Payment Service shall be borne by the respective Payment Service chosen by the Client to make payments to the Contractor.

5.4. Any bank commission expenses incurred for the payment of the Contractor's services shall be borne at the Client's expense.

6. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Contractor undertakes:

6.1.1. To provide the Client with services in accordance with the terms of this Agreement and the selected service.

6.1.2. Upon the Client's request, provide technical support and technical advice free of charge within 30 (thirty) calendar days from the date of receipt of the module in accordance with Paragraph 3.8. of the Agreement.

- 6.1.3. Not to use information about the Client (including, but not limited to, personal data), which became known during the execution of this Agreement, except for the execution of this Agreement.
- 6.2. The Client undertakes:
 - 6.2.1. To provide complete and accurate information when registering on the Contractor's Website and submitting an order.
 - 6.2.2. To pay for the Contractor's services in a timely and full manner.
 - 6.2.3. To use the Contractor's software in accordance with its functional purpose, the terms of the offer and the requirements of the law. It is forbidden to publish, distribute, sublicense or sell copies of the software (software modules of the Odoo) or modified copies of the purchased software.
 - 6.2.4. Do not allow the use of services by third parties, unless otherwise expressly provided for by the provisions of this Agreement.
 - 6.2.5. Not to take any measures, whether intentionally or otherwise, that may lead to disruption of the software operation.
- 6.3. The Client is entitled to:
 - 6.3.1. Use the Contractor's services under the terms of this Agreement.
 - 6.3.2. Receive all necessary and accurate information about the Contractor's operation schedule and services provided in accordance with the terms of this Agreement.
 - 6.3.3. Contact the Contractor with suggestions for improving the process of providing services.
 - 6.3.4. Contact the Contractor for technical support, and/or consultation, and/or to correct an error in the functioning of the module in accordance with the terms of application and the provisions of Paragraph 3.9. of this Agreement.
- 6.4. The Contractor is entitled to:
 - 6.4.1. Terminate the provision of services in full or in part (until the violation is eliminated) without prior additional notification to the Client and terminate the Agreement in case of violation of the provisions of this Agreement and/or the requirements of applicable law.
 - 6.4.2. Engage third parties to provide services that have the necessary qualifications to provide services or part of the services and with whom the Contractor has concluded the relevant agreements.

7. PARTIES' LIABILITY

- 7.1. The Contractor shall not be held liable:
 - 7.1.1. For malfunctions or interruptions of a technical or organizational nature in the provision of services, if they were caused by the Client's actions and/or actions of third parties.
 - 7.1.2. For any damages (direct, indirect and incidental), including lost profits and unearned profits (income), caused to or by the Client as a result of using the services provided by the Contractor.
 - 7.1.3. For any damages (direct, indirect and incidental), including lost profits and unearned profits (income), caused the Client as a result of the use of the services provided by the Contractor, which arose as a result of a malfunction of the software or as a result of the Client's inability to use it.
 - 7.1.4. For the completeness and accuracy of any information provided by the Client for the provision of services by the Contractor.

- 7.1.5. For the technical condition of the network to which the Client is connected and for the Client's use of unlicensed software and hardware.
- 7.1.6. For the inconsistency of the services provided by the services provider with the Client's expectations and/or dissatisfaction with the services provided, since the expectations and satisfaction of each individual are personal and subjective and cannot comply with the norms of the applicable laws of Ukraine.
- 7.1.7. For the performance of the software tools provided to the Client, if the Client, whether intentionally or otherwise, has disrupted their performance, deleted or modified system or service files.
- 7.2. The Client shall be liable for violation of the provisions of this Agreement and for violation of the requirements of the applicable law when using the software.
- 7.3. The Contractor shall make reasonable efforts to ensure information security in connection with the use of the software (software modules of the Odoo), without being liable for possible risks in the field of information security (hacker attacks, viruses, etc.).
- 7.4. The Contractor does not guarantee that the software (software modules of the Odoo) will function smoothly and without any errors and disclaims any liability for this.
- 7.5. In the event of force majeure circumstances beyond the reasonable control and foresight of the Contractor and the Client, the Parties shall be relieved of any liability arising from the failure to fulfil the obligations that should have been fulfilled during the period of such force majeure circumstances.
- 7.6. In case of payment for the Contractor's services using the Payment Service, the Contractor does not guarantee the accuracy of the wire transfer. In this case, the respective Payment Service shall be the guarantor of the wire transfer.

8. CONFIDENTIALITY OF THE AGREEMENT AND PERSONAL DATA PROCESSING

- 8.1. The Client confirms his/her full consent to the Contractor's processing of his/her personal data, i.e. to the following actions regarding the Client's personal data: collection, systematization, input into the Contractor's databases, including electronic databases, storage, correction, as well as further use and share of personal data by the Contractor in accordance with the provisions of the Law of Ukraine "On Personal Data Protection".
- 8.2. By entering into this Agreement, the Client, in accordance with the Law of Ukraine "On Personal Data Protection", grants the Contractor his unconditional consent for the processing of the Client's personal data (first name, last name, patronymic, registration name, contact phone numbers, identifiers of other means of communication with the Client, information about visits to the Website, the Contractor's pages and other information received/provided during the provision of services), and also agrees to share such data with third parties in order to fulfil this Agreement, namely ensuring the implementation of administrative, legal, tax and accounting relations; issues of advertising and collection of personal data for commercial purposes and other relations requiring the processing of personal data, including to inform Clients about the services and inform about the Contractor's advertising offers. The owner of the personal database is the Contractor. The data is stored by the Contractor for the entire term of the Agreement.
- 8.3. The Client agrees that the Contractor has the right to send advertising messages and promote services, information materials, and other information by any available means of communication.

8.4. The Website may contain links to other websites. Such links are provided for informational purposes only and help us to disclose information in the most complete way or illustrate the posted material. The fact that we provide a link to an external resource does not mean that we fully endorse the positions or ideas expressed there, nor do we guarantee the accuracy of the information posted there. We are not responsible for the privacy policies or the content of these sites.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Contractor's Website and the results of the Contractor's services are the results of intellectual activity and the copyright of the Contractor, which are regulated and protected by the applicable intellectual property law.

9.2. The Contractor guarantees that it has all the necessary intellectual property rights to provide services to the Client.

9.3. The Client shall not publish, distribute, sublicense or sell copies of the software or modified copies of the software to third parties (except for software distributed under the GPL licenses: AGPL-3 and LGPL-3).

Most of the Odoo software modules are distributed under the OPL-1 license, the terms of which you can find [here](#).

9.3.1. The Client shall be solely responsible for the violation of Paragraph 9.3 of this Agreement.

9.4. The above copyright notice and this license notice must be included in all copies or parts of the Software.

9.5. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY WARRANTY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, INJURY OR OTHER LIABILITY, REGARDLESS OF THE VALIDITY OF ANY AGREEMENT, BREACH OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, UNDER OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER OPERATION OF THE SOFTWARE.

9.6. The Client shall not be granted any rights to use the Contractor's trademarks (trademarks).

9.7. In case of a link to the Contractor's Website in the infringement of intellectual property rights, civil and commercial laws of Ukraine, the Contractor reserves the right to demand the removal of the links to the Website in case of any violations/suspected violations (the infringements) and/or in order to protect its reputation.

9.8. Responsibility for the infringement of intellectual property rights shall be borne in accordance with the applicable laws of Ukraine.

10. AGREEMENT VALIDITY AND TERMINATION

10.1. This Agreement is public, unlimited and comes into force from the moment of acceptance of this offer (acceptance of the terms of this Agreement) by the Client.

10.2. This Agreement may be terminated before its expiration at the initiative of one of the Parties on the grounds provided for by the applicable laws of Ukraine.

10.3. The Contractor shall have the right to terminate this Agreement unilaterally on the grounds of violation of the provisions of the offer, violation of the payment procedure and in case of violation of the requirements of the applicable laws when the Client uses the software.

11. DISPUTE RESOLUTION

11.1. In case of disputes or misunderstandings, the Parties undertake to resolve such disputes by negotiations.

11.2. If the Parties fail to reach an agreement, disputes shall be resolved in court at the place of the Contractor's location.

11.3. In the event that one or more provisions of this Agreement are recognized by the court for whatever reason as invalid and/or unenforceable, such invalidity and/or unenforceability shall not affect the validity and/or enforceability of any other provision of the Agreement.

12. DETAILS OF THE CONTRACTOR

Individual Entrepreneur Razumovska Iryna

Taxpayer registration number: 2967911867

Address: Ukraine, 61096, Kharkiv region, Kharkiv, Sadovoparkova str. 8, apartment 45

E-mail: info@garazd.biz

E-mail for technical support and/or consultation and/or sending a message about an error or defect in the functioning of the module: support@garazd.biz

Taxpayer of the unified tax of the 3rd group of 5%.