

1. Terms and Conditions

1.1 For the purposes of this Agreement, the following terms and conditions shall have the following meanings:

1.1.1 The website resource of the Internet network at <https://deniskovach.com>, which contains information materials, as well as information about the services/products provided by the Contractor.

1.1.2 "Customer" means an individual or legal entity that has entered into the Agreement with the Contractor in electronic form as a result of accepting the Offer and, thereby, has received the right to the Contractor's information product, and fully fulfills its obligations under the Agreement.

1.1.3 The "Contractor" is an individual entrepreneur Kovach Denys. The Contractor's activities are related to providing the Customer with access to certain products containing information. The description of information products, their cost and terms are available at <https://deniskovach.com>.

1.1.4 "Product/Course" means a certain algorithm of actions provided by the Contractor to the Customer, based on the selected criteria and payment in accordance with Clause 4.

1.1.5 "Trading recommendation" means information provided to the Customer at the level of a private Telegram chat, which is further used by the latter for independent trading.

1.1.6 "Group" means an individual space hosted on the Telegram platform and comprising a limited number of participants who have accepted the offer and paid the course fee in accordance with the offer.

1.2 This Offer may use terms not defined in clause 1.1. In this case, the interpretation of such term shall be made in accordance with the text of this Offer. In the absence of an unambiguous interpretation of the term in the text of the Offer, one should be guided by the interpretation of the term: first of all - on the Contractor's website, and secondly - by the generally accepted meaning.

2. Subject of the Agreement

2.1 The subject matter of this Agreement is the provision of an information product by the Contractor at the Customer's choice. The type of product shall be chosen by the Customer by using the Website and determining the appropriate rate.

2.2 By using the Website functionality, the Customer orders and the Contractor undertakes to provide the selected product to the Customer.

2.3 The Customer independently chooses a certain product (course) or trading recommendations, according to the cost and information content.

2.4 Payment for the product (course/recommendations) selected by the Customer shall be made in the amount, procedure and terms set forth in this Agreement.

2.5 Information and other materials that became known to the Customer while using the product (course/recommendation) provided to the Customer by the Contractor are provided solely for the Customer's personal use.

2.6 Acceptance of services under the Agreement shall be made without signing the relevant act.

2.7 The Customer is notified that the exclusive rights to all information materials and any other information provided to the Customer as part of providing access to the product belong to the Contractor.

3. General terms of service

3.1 The Contractor shall provide the Service to the Customer only if the following conditions are met:

3.1.1 The Customer has sent his/her registration data when choosing to purchase a particular information product (course/recommendation).

3.1.2 The Customer has accepted the Offer by paying for the product presented by the Contractor in the amount of 100% prepayment in accordance with the terms of the Subscription.

3.2 Access to the subscriptions/products listed in Section 4 of the Agreement is provided to the Customer upon receipt of 100% prepayment.

3.3 The Services provided by the Contractor shall not be subject to licensing, assignment of any qualification and issuance of a document on education.

3.4 No information, materials and/or consultations provided by the Contractor as part of the services under this Agreement may be considered as a guarantee. Decision-making on the basis of all information provided by the Contractor is the sole responsibility of the Customer.

3.5 The Customer assumes full responsibility and risks associated with the use of information and materials provided by the Contractor as part of the performance of its obligations under this Agreement.

3.7 The moment of service provision:

3.7.1 The moment of provision of services is the provision of full access to the Customer to the information contained in the product and for the period selected by the Customer for the subscription.

3.7.6 If the Customer has not used the Service for reasons beyond the Contractor's control and has not refused to receive the Services before the start of the Service, the Services shall be deemed to have been provided, and the Customer shall be deemed to have received the Service in full, in proper quality and on time.

4. Cost of services and payment procedure

4.1 The cost of the Contractor's services shall be calculated based on the cost of specific services determined at the exchange rate chosen by the Customer. Payment for the Contractor's services shall be made in the national currency of Georgia - GEL or USD.

4.2 The course offered by the Contractor consists of trading recommendations, online broadcasts to provide comprehensive information on the course.

4.3 The total cost of the course is 1000 USD or the equivalent in GEL. The product is chosen by the Customer by familiarizing himself with the services and the cost stated on the website.

4.4 The cost of trading recommendations provided on the Contractor's website depends on the access period chosen by the Customer:

- 1-month subscription - 75 USD or the equivalent in GEL.
- 3 months subscription - 200 USD or the equivalent in GEL.

4.5 Payment for the Services shall be made by the Customer in the form of prepayment in the amount of 100% of the cost of the Services using the payment service on the Website.

4.6 Payments under the terms of this Agreement can be made through the services of a bank or acquiring service in the form of installments after paying 50% of the cost of services for the course of study.

4.7 If necessary, the Customer may suspend his/her access to trading recommendations for up to 3 months, with prior approval of the term by the Contractor.

4.8 The moment of payment is considered to be the receipt of funds to the current account of the Contractor.

4.9 The Customer shall be solely responsible for the correctness of the payments made and paid by him/her.

5. Refund of payment under the contract

5.1 Refunds under this Offer are possible only in cases where the purchased course is not opened by the Customer due to circumstances beyond their control. The Customer must state these facts in a written application by providing information about the impossibility of processing the selected information due to damage through no fault of his own. Refunds for services shall be made within 14 (fourteen) calendar days from the date of receipt of the application by the Contractor. Refunds shall be made in the amount of the payment received minus the costs incurred by the Contractor (for example, bank fees).

5.2 Refunds under this Offer in case of purchasing a trading recommendation are not allowed due to the full access to the confidential information provided to the Customer.

5.3 The application for a refund shall be made in writing with the obligatory signature of the Customer and the date of the application. The following data must be provided to process a refund: Full name and e-mail specified when placing the order; name of the selected course; date of order; payment information; reasons for refusal of services, as well as proof of payment.

6. Rights and obligations of the parties

6.1 The Contractor undertakes to:

6.1.1 Ensure the performance of the Services in proper quality within the time period agreed by the parties.

6.1.2 Provide the Customer with access to the Contractor's materials, depending on the course chosen by the Customer;

6.2 The Contractor has the right to:

6.2.1 To change the scope of services, cost, terms of this Public Offer without prior agreement with the Customer, while ensuring the publication of the amended terms on the Website at least 1 (one) day before their entry into force. By continuing to use the Website after the relevant changes come into force, the Customer agrees to the new terms and conditions;

6.2.2 Add the Customer's email address specified during registration to its mailing list;

6.2.3 Suspend the provision of the Services under this Agreement in case of receipt of a request for a refund from the Customer;

6.2.4 Close access to the Contractor's website without the right to a refund in case of violation of the requirements of this Agreement by the Customer;

6.2.5 Engage third parties to fulfill its obligations under the Agreement;

6.2.6 Receive from the Customer any information necessary to fulfill its obligations under this Agreement. In case of failure to provide, incomplete or inaccurate submission of information by the Customer, the Contractor shall have the right to suspend the fulfillment of its obligations under this Agreement until the necessary information is submitted;

6.3 The Customer undertakes:

6.3.1 Comply with all the rules for receiving the Services established by the Contractor of this Offer;

6.3.2 Pay in full for the services provided;

6.3.3 Not to distribute information materials received in the course of the Services, as well as not to record them on audio or video media.

6.3.4 Ensure protection of access to your Personal Account and not transfer rights under this Agreement to third parties without the written consent of the Contractor;

6.3.5 Not to take any actions that may be considered as violating the applicable laws or norms of international law, including in the field of intellectual property, copyright and/or related rights, as well as any actions that lead or may lead to disruption of the normal operation of the Website and Website services;

6.3.6 The use of the materials of the Site without the consent of the copyright holder (Contractor) is not allowed.

6.3.7 When quoting the materials of the Site, including protected works of authorship, a link to the Site and the Contractor is required.

6.4. The Customer has the right to:

6.4.1 Refuse to receive emails sent by the Contractor by clicking on the link provided in the email;

6.5. The Customer shall not be entitled to:

6.5.1 Use the Website, its materials and services for purposes other than those specified in this Agreement;

6.5.2 Perform actions that disrupt the normal functioning of the Website and/or cause damage to other Users/customers and/or Visitors;

6.5.3 impersonate another person or otherwise deceive (mislead) the Contractor, use information that is false, incorrect, inaccurate and/or misleading;

6.5.4 remove, collect, systematize, store and use by means of hardware and software or otherwise, the information available on the Website, including unauthorized recording and removal of webinars, courses, marathons and other information materials from the Website system;

6.5.5 in case of transferring information that is the subject of intellectual property, the person who registered by the Customer is permanently blocked and does not have access to courses and recommendations in the future.

6.5.6 take actions aimed at copying materials, making changes or creating derivative works based on the specified software, as well as obtaining unauthorized access to the restricted areas of the Website;

6.5.7 use the Site and the information posted on it for commercial (business) activities;

6.5.8 to facilitate in any way the actions of third parties aimed at violating the restrictions and prohibitions established by the Agreement;

6.5.9 violate other obligations established by the Agreement and/or the legislation of Georgia.

7. Validity, amendment and termination of the Offer

7.1 This Offer shall enter into force upon acceptance by the Customer of the terms of the Offer and shall remain in force until the Parties have fully fulfilled their obligations.

7.2 The Customer agrees and acknowledges that making changes to the Offer entails making these changes to the Offer Agreement concluded and in force between the Customer and the Contractor, and these changes shall enter into force simultaneously with such changes in the Offer.

7.3 By continuing to use the Contractor's Services after the relevant amendments come into force, the Customer agrees to the terms of this Agreement in the new version.

7.4 If the Customer misses the deadline for logging in to the online platform where the information course on providing practical issues is conducted, the Customer shall have the right to use the recording of this video course within 7 days from the date of its recording.

7.5 In case of missing half of the course for valid reasons, the Applicant may be added to a new resource (group) in the case of a group course, for further continuation of services

7.5.1 regarding the validity of the reasons for the absence, the Customer shall provide the Contractor with written confirmation of the reason for the absence (certificates, letters, decisions, etc.)

7.6 This Agreement may be terminated at any time by agreement of the Parties.

8. Responsibility of the parties

8.1 All information materials, including those published on the Site in the public domain, are the intellectual property of the Contractor or the intellectual property of third parties, the permission to use which has been legally obtained by . Providing the Customer with access to information materials in the process of using the Site or providing services does not provide permission to copy or distribute these information materials. Violation of the procedure for the use of information materials implies a unilateral refusal by the Contractor to provide the service without a refund with the subsequent blocking of the Customer's account.

8.2 If the Customer distributes information materials, the exclusive rights to which belong to the Contractor, without the Contractor's permission, the latter reserves the right to charge a fine from the Customer for violation of the procedure for using information materials in the amount of 1000 USD or 3000 GEL per violation.

8.3 The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of Ukraine.

8.4 Neither Party shall be liable for full or partial failure to fulfill its obligations by the other Party if the failure is the result of force majeure circumstances, such as fire, flood, earthquake, strikes and other natural disasters, war and hostilities or other circumstances beyond the control of the Parties that impede the performance of this Agreement that arose after the conclusion of the Agreement. If any of such circumstances directly affected the failure to fulfill the obligation within the period specified in the Agreement, this period shall be proportionally postponed for the duration of the relevant circumstance.

8.5 The Contractor shall not be liable for the discrepancy between the result of the services provided and the Customer's expectations. The Contractor shall not be liable for technical failures of the equipment and software. At the same time, the Contractor undertakes to take all reasonable measures to prevent such interruptions.

8.6 The Contractor's liability is limited to the amount of payment received for each service.

9. Intellectual property

9.1. All exclusive rights to the Website as a complex intellectual property object, as well as exclusive rights to any intellectual property objects available when using the Website, including the Website domain name, design elements, text, images, videos, phonograms, computer programs, databases, copyrighted webinars and other intellectual property objects in whole or in part, belong to the Contractor, unless otherwise specified on the Website and/or the Website page.

9.2 It is prohibited to use intellectual property objects posted on the Site without obtaining the prior consent of the Contractor.

9.3 By purchasing the Services on the Website, the Customer is not entitled to further distribute the received materials and transfer them to third parties, either free of charge or for a fee.

10. Dispute resolution

10.1 All disputes and disagreements that may arise between the Parties will be resolved through negotiations. The Parties shall comply with the mandatory complaint procedure for dispute resolution. The complaint procedure will be deemed to be complied with if the party with a claim sends a reasoned claim to the other party by e-mail, specifying specific requirements. The term for consideration of the claim is 30 calendar days.

10.2 If the disputes are not settled in the course of negotiations, they may be settled in court.

11. Other conditions

11.1 By paying for the services, the Customer confirms its agreement with the terms of this Agreement and the rules for the provision of specific services. The Customer guarantees that it has the technical capability to use the Contractor's services.

11.2 The possibility of canceling/postponing the date of service provision shall be established by the Contractor independently. The Contractor shall not be liable to the Customer for non-fulfillment and/or improper fulfillment of its obligations in connection with the cancellation or postponement of the date through no fault of the Contractor, of which the Customer was informed on the Website or in any other way in accordance with the terms of this Agreement.

11.3 The Contractor's website may contain links to other Internet resources. By accepting the Offer, the Customer agrees that the Contractor shall not be liable for the availability of these resources and their content, as well as for any consequences associated with the use of the content of these resources.

11.4 The Parties acknowledge that if any of the provisions of the Agreement becomes invalid during its validity period due to changes in legislation, the remaining provisions of the Agreement shall be binding on the Parties during the validity period of the Agreement.

11.5 By accepting this Agreement, the Customer confirms that he/she has read and agrees to the Privacy Policy posted on the Website.

11.6 Everything that is not regulated by the provisions of this Agreement and the rules posted on the Website regarding each service shall be permitted by applying the norms of Georgian legislation.

12. Contact Details

Denys Kovach, individual entrepreneur, Georgia, Batumi, 8a/94 Kobaladze str., 6010

TIN 145801157

Phone: +995593412070

Bank account: TBC Bank, GE79TB7370236110100013

Not a VAT payer

Phone: +995593412070

E-mail: deniskovach@gmail.com