

1. GENERAL PROVISIONS

1.1. This Public Agreement (hereinafter referred to as the Public Offer, Offer, Agreement) is the official offer of the "Administrator" on the site fortup.io regarding the use of the Site to promote its services / works.

1.2. Acceptance of this Offer means full and unconditional acceptance by the User of all conditions and/or restrictions without exception and is equated in accordance with Part 2 of Article 642 of the Civil Code of Ukraine (hereinafter - the Civil Code of Ukraine) before the parties conclude a bilateral written agreement on the terms specified below in this Offer.

1.3. This Offer is considered to be concluded (accepted) from the moment the User fills in the account (Account) on the Website of the Administrator, registering on the site, as well as using any of its functionalities, the User expresses his full agreement with all the terms of this Agreement.

1.4. The Administrator and the User provide mutual guarantees of their legal capacity and the ability necessary to conclude and execute this Offer.

1.5. The Agreement may be amended by the Administrator without any special notification, but without cancellation of other types of notifications (through the website or e-mail), and the new version of the Agreement enters into force from the moment of its placement, unless otherwise provided by the new version of the Agreement.

1.6. The Site Administrator recommends that Users regularly check the terms of this Offer for their changes and/or additions. Further use of the Site by the User after making changes and/or additions to this Offer means acceptance and consent of the User with such changes and/or additions.

2. TERMINOLOGY

2.1. The Offer is a public agreement on the provision of services for the placement of User Content on the Site.

2.2. Site - Website- fortup.io owned by the Administrator on the right of ownership.

2.3. Services - a set of services provided by the Administrator in accordance with this Offer for Users on a paid or free of charge basis, for registration and verification of Users, placement of content and other information on the Site, as well as for performing actions through the Site related to providing the Visitor with the opportunity to choose the Site User to order / provide / perform services / works on a certain request.

2.4. Administrator - representatives of site support and management.

2.5. Visitor - a person who enters the Site in order to familiarize himself with the content of the Site, subscribe or order / provide / perform certain services / works. To work with the Visitor's Website, you may be asked to undergo the Authorization procedure in order to use all the Services and features available on the Site.

2.6. User - a person who has passed the procedure of registration on the Site and verification in accordance with the terms of this Offer, posting content on the Site in accordance with the terms of this Agreement.

2.7. Registration is the procedure for filling in the registration form by the User on the Site, after which the Administrator assigns such a login and password to access the Services and the personal account of the registered User.

2.8. Authorization - support by the registered User / Visitor of his login and password to access the Website Services and create a personal Cabinet. Authorization can also be carried out by strengthening their current social media accounts of the User/Visitor.

2.9. Account is a unique account on the site that allows you to identify the User on the Site and use all its available functions.

2.10. Personal account - a personal page of the registered User on the Site, through which the registered User manages his account (Account).

2.11. Login is the identifier of the User when authorization on the Site used by him in the process of using the Services in accordance with this Offer.

2.12. Password is a symbolic combination assigned automatically by the Website software at the time of registration (in the future, the User can change the Password on his own), which, in combination with the Login, provides the User's identification when using the Services provided in accordance with this Offer.

2.13. Content - a set of texts, graphic images, projects, achievements and other information posted on the Site describing the User's experience and competence in a specific category of works / services.

2.14. Feedback - comments of the Visitor or the User on the Site regarding his relationship with another Visitor or the User in the process of providing services / performing works performed through the services provided.

3. SUBJECT OF THE CONTRACT

3.1. This Offer is a legally binding Offer between the User and the Administrator, the subject of which is to provide the User with services for the use of the Site and its Services.

3.2. The conclusion of this Offer is carried out by accepting (accepting) by the User the Offer of the Administrator set forth in this Offer.

3.3. Any interaction of the User with the Site (including, but not exclusively, registration on the Site, transfer of funds by the User to the Administrator as payment for the services provided and / or actual use of the Services) means unconditional consent of the User to all points of this Offer (including its annexes) and unconditional acceptance of its terms and conditions with obligations to fulfill the obligations imposed on the User under this Offer. acceptance of this Offer, whose ignorancedoes not exempt the User from liability for non-compliance with its terms and conditions.

3.4. In case of the User's disagreement with any of the provisions of this Offer, the User has no right to use the Services, and the Administrator may oblige the User to delete the Account and leave the Site.

3.5. The Parties recognize the location of the Administrator as the place of conclusion of this Agreement.

3.6. The Administrator has the right at any time to refuse any User to register and / or use the Site in case of violation of the terms of this Offer.

3.7. This Offer establishes the conditions under which the rights to use information and results of intellectual activity (including, but not limited to, literary, musical, audiovisual, animated, animated works, phonograms and videograms, works of graphics and design, photographic works, computer programs) as part of certain sections of the Site may belong to the Administrator, users of the Site and persons who have created and/or placed t objects on the Site without the direct participation of the Administrator.

3.8. By registering on the Site and creating its Own Account, the User has the right to use the software provided by the Administrator to download the Content, as well as for other purposes under this Offer . transfer, lease, transfer to third parties in any other form of rights regarding the software services provided to the User under this Offer, as well as to modify the services, including for the purpose of obtaining unauthorized access tothem. its website.

4. REGISTRATION ON THE SITE AND USER STATUS

4.1. In order to use the Website's services, the User undertakes to provide reliable and complete information about himself/herself on the issues offered in the Registration Form for the formation of the User's personal account, including the login unique to each User (e-mail address or combination of Latin letters and numbers to enter the Site) and password to access the Site, as well as to keep this information up to date. it has serious grounds to believe that the information provided is incomplete or unreliable, the Site Administrator has the right to block or delete the User's account and refuse the User to use its Services.

4.2. The Registration form of the Site may request additional information from the User. The User undertakes not to mislead the Administrator and / or other Users about his/her personality / name, as well as not to post on the Site addresses, phone numbers, email addresses, passport / registration data and other information of any third parties.

4.3. From the moment of registration on the Site, the User agrees to the processing by the Administrator of the User's personal data specified by him during registration (collection, registration, accumulation, storage, adaptation, modification, renewal, clarification, use and distribution, sale, transfer, anonymization, destruction) in order to ensure the possibility of providing the Services, as well as to provide information to the User. The Site Administrator takes all necessary measures to protect the User's personal data from unauthorized access, change, disclosure or destruction. The Administrator provides access to the User's personal data only to those employees, contractors and agents of the Administrator who need this information to ensure the functioning of the Site and provide services to the User.

4.4. The User agrees that the actions taken on the Site after the User's registration are recognized as actions of the User. The User is solely responsible for maintaining the confidentiality of his Account (including login and password) and for all actions that occur with his Account.

4.5. In case of security breach or unauthorized use of the User's account, he is obliged to immediately notify the Administrator about it. The Administrator shall not be liable for any damages caused by unauthorized use of the User's account. The User may not use the Other User's

Password and Account without the special permission and consent of the owner of this Account and/or Password. The Site and the Administrator shall not be liable for any losses or losses arising from the User's failure to fulfill these obligations.

4.6. By registering, the User agrees to receive information messages to the e-mail address and/or mobile phone number specified during registration. The Administrator undertakes not to transfer the User's e-mail address or mobile phone number to third parties without the User's consent (except as provided by the current legislation of Ukraine).

4.7. The User has the right to stop using the Services at any time by noting the Administrator.

4.8. The Administrator does not guarantee the availability of the Site and services around the clock, due to possible failures, network failures or overloads. The Administrator has the right at any time to refuse any User to use the Services in case of violation of this Offer.

4.9. The Services are provided by the Administrator free of charge or for a fee, in accordance with the provisions of this Offer or annexes to this Offer.

4.10. The User places his Content on the Site on the basis of the principles of integrity and that he has an interest in performing / providing works / services for customers in a certain category.

4.11. All transactions are concluded directly between visitors and Users. The Administrator is not a member of user transactions, but only provides a communication trading platform - the Site for posting user Content.

5. USER OBLIGATIONS

5.1. The User is prohibited from registering as a User on behalf of or instead of another person (create a "fake account"). At the same time, it is possible to register on behalf of and on behalf of another person, subject to obtaining the necessary powers in the manner and in the form provided by the legislation of Ukraine.

5.2. The User is prohibited from distorting information about himself or herself, his age or his/her relations with other persons or organizations.

5.3. The User is prohibited from downloading, storing, publishing, distributing and providing access or otherwise using any information that: contains threats, discredits, insults, discredits honor and dignity or business reputation or violates the privacy of other Users or third parties; violates the rights of minors; Vulgar or obscene, contains profanity, contains pornographic images and sexually explicit texts or scenes involving minors; Contains scenes of violence or inhuman treatment of animals; contains a description of the means and methods of suicide, any incitement to commit it; promotes and/or promotes racial, religious, ethnic hatred or hostility, promotes fascism or racial superiority; contains extremist material; promotes criminal activity or contains advice, instructions or instructions on committing criminal acts, contains information of limited access, including, but not limited to, state and trade secrets, information about the privacy of third parties; contains advertisements or describes the attractiveness of drug use, including "digital drugs" (sound files that affect the human brain through binaural rhythms), information on the distribution of medicines, recipes for their manufacture and advice on use; fraudulent; violates other rights and interests of third parties.

- 5.4. The User is prohibited from illegally downloading, storing, publishing, distributing and providing access or otherwise using the intellectual property of other Users and third parties.
- 5.5. The User is prohibited from sending mass messages without the consent of other Users or Visitors of the Site; use the software and take actions aimed at violating the normal functioning of the Site and its Services or accounts of other Users.
- 5.6. The User is prohibited from downloading, storing, publishing, distributing and providing access or otherwise using viruses, Trojans and other malware.
- 5.7. The User is prohibited from using automated scripts (programs) to collect information on the Site and/or interaction with the Site and its Services without special permission.
- 5.8. The User is prohibited in any way, including, but not limited to, deception, abuse of trust, hacking, attempt to gain access to the login and password of another User; illegal collection and processing of personal data of other persons; to carry out (attempt to access) any services in any way other than through the interface provided by the Site Administrator, except when such actions were expressly authorized by the User in accordance with a separate Offer with the Administrator.
- 5.9. The User is prohibited from posting any other information that, in the personal opinion of the Administrator, is undesirable, does not meet the goals of creating the Site, violates the interests of other Users or for other reasons is undesirable for posting on the Site.
- 5.10. The User is personally responsible for any information that he posts on the Site, including Content, informs Visitors or other Users, and is personally responsible for any interactions with Visitors or other Users, carried out at his own risk.
- 5.11. The User undertakes to comply with the terms of this Offer and its annexes, as well as to pay the Administrator for the Services provided to him/her in the manner and on the terms provided for in this Offer and its annexes.\
- 5.12. The User undertakes to independently familiarize himself with the information about the conditions for providing him with the Services by the Administrator and their cost.
- 5.13. The User he/she confirms that he is fully capable (in relation to individuals), capable (in relation to legal entities), custody of him in any form is not established.
- 5.14. The User guarantees that he has all the rights to the Content posted by him when creating and promoting the Content.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All objects posted on the Site, including, but not limited to, literary, musical, audiovisual, animation, animation works, phonograms and videograms, works of graphics and design, photographic works, texts, graphic images, illustrations, scripts and other objects of intellectual property rights and their collections (hereinafter - the Content), are objects of intellectual property rights of the Administrator, Users of the Site and other rights holders and objects are protected in accordance with the legislation of Ukraine.
- 6.2. By accepting the terms of this Offer, registering on the Site and posting its Content, the User, in accordance with Article 1108 of the Civil Code of Ukraine, grants the Administrator a non-exclusive license for all the above intellectual property rights, but not limited to them. With this

license, the User grants the Administrator the right: copy works, reproduce works, public performance and public clarification of works, public demonstration and public display, any republication of works, translations of works, processing, adaptation, distribution for or in connection with the Site's purposes, in connection with them, including for its popularization. For these purposes, the Administrator may produce derivative works or insert user Content as components in the appropriate collections, perform other actions that serve to achieve these goals.

6.3. In addition to its own Content, the User has no right to download or otherwise publicly (publish) the Content of other Users from other sites and other intellectual property rights in the absence of explicit consent of the right holder to such actions.

6.4. The User is personally responsible for any Content or other information that he uploads or otherwise publishes (publishes) on the Site or with his help. The User has no right to upload, transmit or publish Content on the Site, unless he has the appropriate rights to perform such actions purchased or transferred to him/her in accordance with the legislation of Ukraine.

6.5. The Site Administrator may view the Site in the presence of prohibited Content and may delete or move (without notice) any Content at its sole discretion, for any reason or without reason, including without any restrictions on the movement or removal of Content that, in the personal opinion of the Administrator, violates this Offer, the legislation of Ukraine and/or may violate the rights, harm or loss of other Users or third parties.

6.6. By posting content on the Site, the User transfers to the Administrator the right to make copies of his Content in order to optimize and facilitate the publication and storage of User Content on the Site.

6.7. If the User deletes his Content from the Site, the Administrator has the right to keep archival copies of the User Content indefinitely.

6.8. The Site contains (or may contain) links to other sites on the Internet (third party sites), as well as articles, photos, illustrations, graphic images, music, sounds, videos, information, applications, programs and other Content owned or derived from third parties (Third Party Content), which is the result of intellectual activity and is protected in accordance with the legislation of Ukraine.

7. USER COMMUNICATION AND RESPONSIBILITY

7.1. Registration on the Site by the User is completely voluntary. The User is responsible for his own actions in connection with the creation and placement of the Content, as well as in connection with the placement of information in other sections of the Site in accordance with the current legislation of Ukraine.

7.2. The Site Administrator allows only polite, business, impartial and mutually respectful relations between Visitors and Users.

7.3. Each User who has an Account on the Site is obliged to be correct in correspondence and personal communication with visitors and other Users, as well as refrain from actions and/or comments in any form aimed at insulting, obscenity, discrimination on racial, religious, sexual, national and other grounds, undermining the authority, image and trust of other Users, the administrator and the Site as a whole.

7.4. The User undertakes at the first request of the Administrator to remove unverified, unverified, untrue, disorienting and other information that causes and/or may harm visitors, Users, Administrator, reputation of the Site and third parties, as well as take all possible measures to refute it, if it was published in printed media (distributed on the radio or television) or otherwise).

7.5. The Administrator, providing the possibility of constant, most complete and convenient interaction between users, is not responsible for any type of damage that Users may suffer due to the use or inability to use the Site correctly.

7.6. The Administrator reserves the right at any time to change the design of the Site, its content, list of services, change or supplement scripts, software and other objects used or stored on the Site, any server applications at any time with or without prior notice.

7.7. The Administrator is not responsible for any errors, omissions, interruptions, defects and delays in the processing or transmission of data, failures in communication lines, destruction of any equipment, unauthorized access of third parties to the Site, which caused restrictions on the User's access to the Services. The Administrator shall not be liable for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failures in the operation of e-mail services or scripts for technical reasons, for the normal functioning and availability of certain segments of the Internet and networks of telecom operators involved in the User's access to the Services and Accounts.

7.8. The Administrator shall not be liable for the service's compliance with the User's expectations, unmistakable and uninterrupted operation of the Service, termination of the User's access to the Service, as well as for the preservation of the User's login and password providing access to the Services for reasons related to technical glosses of the Administrator's hardware or software, and does not compensate the User for any losses associated with it.

7.9. In case of violation by users of the terms of this Offer, the Administrator reserves the right to temporarily restrict the User's access to the Services of the Administrator, and in case of gross and/or repeated violation of the terms of this Offer, refuse access to the Services on an ongoing basis. entered during registration on the Site. After deleting the Account, the User loses access to the Site.

7.10. The Administrator shall not be liable to the User for restricting access to the Services, for termination of access to the Services, if these restrictions and terminations were the result of force majeure circumstances arising after the conclusion of this Offer and on the occurrence of which the Parties were not able to influence, including but not limited to, the following: war, unrest, strikes, sabotage, embargo, fires, floods, natural disasters, deterioration of the electronic or radiological situation, explosions, actions or omissions of the Government of Ukraine or another country, acts of state bodies and / or local self-government bodies, amendments to the legislation of Ukraine, accidents in public networks, changes in the conditions of access to linear cable communications.

7.11. The Administrator shall not be liable to the User or any third parties for any direct and/or indirect losses, including lost profits or lost data, damage to honor, dignity or business reputation incurred in connection with its use of the Services, or impossibility of its use, or unauthorized access to the User's messages by third parties.

7.12. The Administrator shall not be liable for any damage to the User's electronic devices or any other person, any other equipment or software caused or associated with the User's use of the Services.

7.13. In case of presentation by third parties, including Visitors, other Users, claims to the Administrator related to the use of the Administrator's Services by the User, the User undertakes to independently and at his own expense settle these claims with third parties, protecting the Administrator from possible losses and proceedings, or act on the administrator's side in such proceedings, as well as to reimburse the Administrator for losses (including legal costs), in connection with claims and claims related to the placement of materials and / or the User's activities on the Site.

7.14. The Administrator shall not be liable for any costs or losses directly or indirectly incurred by visitors or Users as a result of the performance / provision of works / services by Users for Visitors. Under no circumstances will the Administrator be liable to visitors, Users or third parties for any indirect damages, including missed benefits. The Responsibility of the Administrator is limited to direct documented losses arising from the actions or omissions of the administrator in the amount not exceeding the cost of the Services provided to the individual User.

7.15. The Administrator does not control the quality and timing of the works / services provided by visitors by them by posting content on the Site. As a result, the User accepts the condition that all works and services offered to him through the Site in the form of Content are provided by them at their own risk and under their responsibility. The provision of these works and services is in no way related to the activities of the Administrator. The Visitor assumes full responsibility and risks for the provision of works and services offered by the Users by posting the relevant Content on the Site. The User assumes full responsibility and risks for the payment by visitors of the work and services performed by the Users.

8. NOTIFICATIONS

8.1. Working correspondence between the Parties regarding the implementation of this Agreement is carried out by e-mail, at the addresses registered for each of the Parties. An e-mail address is an e-mail address registered by the Administrator specified on the Site. The e-mail address registered for the User is the e-mail address specified by the User when registering on the Site.

8.2. The Parties agree that all messages and messages received to e-mail addresses registered for each Party within the framework of the services provided in accordance with this Offer, as well as the publication of amendments and additions to this Offer on the Site are considered delivered to the addressee in the proper form.

8.3. The Parties have agreed that the documents related to the implementation of this Agreement transmitted by e-mail are legally valid.

9. CHANGES TO THE AGREEMENT

9.1. Changes and/or additions to the Agreement are made unilaterally by decision of the Administrator. The text of changes and/or additions to the Offer or its new edition is published by posting the relevant information on the Website.

9.2. In case of the User's disagreement with the changes and/or additions to this Offer, the User has the right to terminate this Offer by noting the Administrator about the User's refusal to continue using the Website of the Administrator, as well as disagreement with changes and/or additions or non-joining to the new version of the Offer or refusal to comply with its terms.

9.3. The Parties agree that silence (absence of written notices of termination of the Agreement or disagreement with certain provisions of the Agreement, including changes in tariffs), as well as the further use of the Website and the Services of the Administrator are recognized by the consent and accession of the Party to the new version of the Agreement, to the version of the Agreement, taking into account the amendments made and/or additions.

10. DISPUTE RESOLUTION

10.1. The User and the Administrator agree that all disputes and disagreements that may arise in connection with this Offer or in connection with this Offer will be resolved by negotiations with the mandatory observance of the pre-trial procedure for resolving disputes.

10.2. In the absence of consent, all disputes regarding the implementation of this Agreement shall be resolved in court in accordance with the current legislation of Ukraine.

10.3. In case of disputes between the Visitor and the User related to the performance / provision of works / services to the Visitor by the User, or their payment, these disputes are resolved independently between the Visitor and the User without the participation of the Administrator.

11. FINAL PROVISIONS

11.1. This Offer is freely available on the Administrator's Website.

11.2. This Offer is an Offer between the User and the Site Administrator regarding the procedure for using the Site and its Services.

11.3. This Agreement is governed by and interpreted in accordance with the legislation of Ukraine. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of Ukraine.

11.4. Nothing in this Offer can be understood as the establishment between the User and the Administrator of the Site of agency relations, partnerships, joint activities, personal labor relations, labor relations or any other relations not expressly provided for in this Offer.

11.5. This Agreement is public in accordance with Articles 633, 641 of the Civil Code of Ukraine and its conditions are the same for all Users. Acceptance of the terms of this Public Offer (acceptance) is complete and unconditional, and also means the User's consent with all the terms of the Offer and addition without exception.

11.6. This Agreement is fully compliant with the General Data Protection Regulation of the European Union (GDPR).