

General terms

Ollyfood service publishes this agreement, which is a public offer (hereinafter - the «Agreement») in accordance with articles 633, 641, 642 of the Civil Code of Ukraine on the sale of Products presented on the website of the Seller to individuals (hereinafter-the «Buyer»).

The fact of registration on the site of ollyfood.com.ua and/or placing by the Buyer of the order, verbally (by phone or in the store, office) or in writing (via the website or e-mail) form is the complete and unconditional acceptance of this public contract and information provided Online.

In this regard, before you start registration on the site or place an order, carefully read this Agreement. If you do not agree with it in full or do not agree with any of the provisions of the Agreement, you will not be able to complete the registration and/or place an order on the website ollyfood.com.ua or any way.

Terms

Legislation – current Ukrainian legislation.

Offer – public offer of the Seller, according to Art. 633 and 641 of the Civil Code of Ukraine, addressed to the Buyer, with a view to concluding a contract for the sale of Products under the conditions specified in this Agreement. For the purposes of this document, the terms «Offer», «Contract» are equivalent.

Acceptance – full and unconditional acceptance by the Buyer of the terms of the Contract, through the actions specified in the Contract.

Seller – legal or natural person is an entrepreneur registered in accordance with the Legislation that sells the Products listed on the site ollyfood.com.ua and/or its subdomains (hereinafter referred to as the Site), subject to the terms of this Agreement.

Buyer – an individual who has reached the age of 18, has full civil legal capacity and legal capacity, is a registered Buyer of the site ollyfood.com.ua and/or its subdomains (hereinafter – the Site) or place an order for Products on the Site or in any other way.

Production – balanced diets, which are delivered to the Buyer on a daily basis, at a specified time.

Order – duly executed and posted on the website of the Buyer's Order for the purchase of the Seller's Products.

Site content - protected results of intellectual, creative activity or other objects of intellectual property rights including, but not limited to: texts of literary works, their names, forewords, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivative , composite and other works, Purchaser interfaces, visual interfaces, trademark names, logos, computer programs and applications, data compilations (databases), as well as design, structure, choice, coordination, appearance, general style and location of this Content included in the Site and other intellectual property objects all together and/or separately, contained on the Site.

Subject of agreement

This Agreement is a public offer of the Seller to enter into a Sales Purchase Agreement under the conditions specified below.

The buyer, placing an Order on the Site, accepts the terms of this Agreement (offer), unconditionally and absolutely agrees to the terms of ordering, sale and delivery of Products under this Agreement and the obligations imposed on the Buyer under this Agreement and undertakes to comply with them.

The acceptance by the Buyer of the Offer may also be indicated by payment of the cost of the Products in the manner indicated on the Site.

After placing an Order on the Website or making payment for the cost of Products in the manner specified on the Website, the Buyer is deprived of the opportunity to refer to ignorance on any issues regulated by this Agreement.

The administration of OllyFood and/or the Seller (hereinafter jointly referred to as «OLLYFOOD») reserves the right, at its discretion, to refuse to provide Buyer with services without explanation.

Registration and security

For ordering, the Buyer must place an Order on the Website. When placing an Order, the Buyer unconditionally accepts and agrees to the terms of this Agreement (Offer).

In the event that the Buyer provides inaccurate information about himself, his health condition, the Seller will have the right to refuse the Buyer to execute and accept his Order and/or refuse such Buyer to register with the Site.

The Buyer confirms and warrants that at the time of registration, the Buyer is 18 years old and has full civil capacity and legal capacity.

Registered on the Site can be legal entities registered in the territory of Ukraine.

If OLLYFOOD suspects the Buyer of committing illegal, illegal actions, actions against the norms of morality, including, but not limited to: fraud with Bank cards, spam, malware, unauthorized copying and/or distribution of materials posted on the Site without the indication of the author of these materials, other acts that violate the terms of this Agreement, OLLYFOOD has the right to apply to the relevant state authorities with a statement and/or block and/or delete the Buyer's account.

The buyer by registering on the Site gives his consent to receive regular mailings with up-to-date information regarding the Products, shares and bonus programs to his e-mail and/or as SMS messages. The buyer confirms that the receipt of information by the Buyer to his e-mail and/or in the form of any SMS-messages is not spam.

The buyer has the right at any time to refuse the services of regular mailings by contacting the OLLYFOOD Support Service by phone number or by e-mail OLLYFOOD indicated on the Site.

The procedure of registration of Order

During the execution of the Order, the Buyer chooses the proposed food program or product from the already developed by the Seller or the Seller develops an individual food program for the Buyer. The minimum number of days for which the Buyer can order the delivery of the Products - 1 calendar days.

Cost of Production and payment procedure

The cost of the Products on the Site is indicated in the national currency of Ukraine (UAH) in accordance with the current price list of the Seller.

The cost of any product item can be changed by the Seller unilaterally.

The final value is the price indicated in the personal account of the Buyer or indicated by the manager when completing the Order.

The cost of the Product published on the website ollyfood.com.ua that is exploratory in nature.

The buyer can pay for the Products in cash to the courier and/or by Bank transfer using the payment card.

In case of choosing the method of payment for the Products by «bank transfer» using a payment card or through invoicing via LiqPay (sent to e-mail and/or as SMS messages), the Buyer pays 100% of the cost

of the chosen food program for the selected number of days, by payment card according to further instructions provided on the Site. The Buyer confirms his consent to payment for services (commissions) to third parties (the bank and/or payment system), which ensure the payment with the payment card, if any, will be established. In the non-cash form of payment, the Buyer's obligation to pay the value of the Products shall be deemed to have been executed from the moment of crediting the respective funds to the Seller's current account.

In case of choosing the method of payment for The products «cash to the courier», the Buyer pays 100% of the cost of the selected food program for the selected number of days, to the courier at the first delivery of the Products.

In case of non-payment, incomplete or untimely payment, OLLYFOOD reserves the right to refuse delivery of the Products, suspension or complete failure to fulfill the obligations undertaken, and is not responsible for the possible consequences of such decision/action.

Product Delivery

The buyer has the right to use courier delivery services.

The cost of delivery of the Products is included in the cost of the Order and is not paid separately by the Buyer.

Courier delivery of the Order to the Buyer is carried out at the specified address daily from 6:00 to 11:00 am. The Buyer has the right to choose the delivery time within 1 (one) hour when placing an Order on the Website, in this case, delivery will be made within the selected hour.

Quality, completeness, assortment of Products must be checked by the Buyer upon receipt in the presence of a courier.

Ownership of the Order, as well as the risk of accidental damage or loss shall pass to the Buyer from the moment of acceptance of the Product.

Rights and liability of the parties

OLLYFOOD responsibilities:

Not to disclose any private information of the Buyer and not to provide access to this information to third parties, except for cases provided by the current legislation of Ukraine;

Accept, process Orders, inform the Buyer about changes in the order status, time and cost of delivery;

To deliver to the Buyer the Products that meet the requirements of this Agreement and the current legislation of Ukraine within the terms and conditions specified in the Agreement.

Do not post on the Site any files that contain or may contain viruses and other malware;

Do not describe or promote criminal activities, do not post instructions or guidelines for the commission of criminal acts;

Do not post on the Site any information that violates the rights of third parties to the results of intellectual activity;

Other duties OLLYFOOD, provided by this Offer and Legislation.

OLLYFOOD rights:

In its sole discretion, modify, supplement or delete any information published on the Site, as well as video content and any elements and components of the Site, suspend, restrict or terminate the Buyer's access to all or any part of the Site at any time for any reason or without explanation reasons, including, but not exclusively, in case of violation by the Buyers of this Offer and/or Legislation.

Without special notice to the Buyer, modify and/or supplement this Offer. Changes/additions come into force from the moment of their posting (publication) on the Site, unless otherwise explicitly stated OLLYFOOD;

Do not execute the Order in case of force majeure;

Conduct marketing activities, including by sending actual information about OLLYFOOD Products, promotions and bonus programs to the Buyer's e-mail and/or in the form of SMS messages;

Involve any third parties in the provision of services in accordance with these Rules, while maintaining full responsibility to Customers for the services provided through the Site.

Other rights OLLYFOOD, provided by this Offer.

Obligations Of The Buyer:

Use the capabilities of OLLYFOOD and the Site only for lawful purposes, comply with the current legislation, as well as the terms of this Offer;

Notify OLLYFOOD on ingredients that can cause allergic or other unwanted reaction Products.

To adhere to the recommendations of OLLYFOOD for the storage and use of Products.

Receive and pay for orders and delivery of OLLYFOOD Products according to the Seller's Tariffs specified on the Website, at the agreed place and at the agreed time, and guarantee the accuracy of information about the application, place and time of receipt of orders. In case of change of this information, the Buyer agrees to additional costs associated with transport costs;

Regularly get acquainted with the information posted on the Site, on the packaging of the Products, as well as with this Offer, for the purpose of timely acquaintance with the changes and/or additions. Use by the Buyer of the Site's capabilities after any changes and/or additions means the Buyer's consent to such changes and/or additions;

Refrain from actions aimed at destabilizing the operation of the Site, attempts of unauthorized access to the Site, the results of intellectual activity posted on it, as well as from any other actions that violate the rights of OLLYFOOD and/or third parties;

Do not send through the Site materials that are advertising any products or services, without the prior written consent of OLLYFOOD. The Buyer undertakes not to use the Site for advertising or other promotion of any goods and services;

Accept the goods at the agreed delivery time. In the case where the goods have not been accepted through the fault of the Buyer, the delivery is considered to be completed.

Provide, when creating an account, accurate, up-to-date and complete information about buyer that can be requested when registering on the Site;

Do not attempt to disable or otherwise interfere with any technical means of protecting the Site or the results of intellectual activity posted on it, which prevent or restrict the use or copying of any information or results of intellectual activity posted on the Site;

The Buyer, when using the Site, is prohibited from downloading, storing, publishing, distributing and providing access to or otherwise using any information that:

- contains threats, discredits, insults, defames honor and dignity or business reputation or violates the privacy of other Buyers or other third parties;
- violates the rights of minors;
- is vulgar or obscene, contains foul language, contains pornographic images and texts or scenes of a sexual nature;
- 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 fosters racial, religious, ethnic hatred or enmity, promotes fascism or the ideology of racial superiority;

- contains extremist materials;
- promotes criminal activity or contains advice, instructions or guidelines for the commission of criminal acts,
- contains restricted information, including but not limited to, state and commercial secrets, information about the private life of third parties;
- contains advertising;
- contains links to third-party resources;
- is fraudulent;
- is the intellectual property of third parties that did not give permission to the Buyer to use it, as well as violates other rights and interests of individuals and legal entities or legal requirements;
- Other obligations of the Buyer provided for in this Offer.

Rights Of The Buyer:

To receive reliable information about the Products provided on the Site;

To receive Products at the agreed place and at the agreed time;

To refuse the services and products of OLLYFOOD by sending an appropriate request to OLLYFOOD according to the feedback form. Cash paid for the Products in this case are non-refundable.

When receiving OLLYFOOD Products of inadequate quality, request replacement of Products of inadequate quality with Products of appropriate quality, or refuse to accept Products of inadequate quality. In the event of the Buyer's refusal to accept the Products of improper quality, the Buyer has the right to demand a refund of money in the amount of the value of the Product of inadequate quality or to extend the validity period of the chosen food program by 1 day.

The Buyer is aware that according to the Decree of the Cabinet of Ministers of Ukraine from 19.03.1994, №172, which establishes a list of goods of proper quality which are not subject to exchange (return), Products of proper quality not subject to return.

The courier shouldn't be late for more than 45 minutes after agreed delivery time. If this happens, Buyer could change the specified place or refuse to accept the Products delivered more than 45 minutes late. In the event that the Buyer refuses to accept the Products delivered more than 45 minutes late, the Buyer has the right to demand a refund of money in the amount of the value of the Products delivered after a delay of more than 45 minutes or to extend the validity period of the selected Food Program by 1 (one) day.

When returning products of inadequate quality, the refund is made at the expense of the Buyer, unless otherwise agreed with the Seller.

The procedure for refunding money for Products of inadequate quality is regulated by the Law of Ukraine «On Protection of Consumer Rights», the Civil Code of Ukraine and the Seller's internal documents that regulate such matters.

Other rights of the Buyer under this Offer and the Legislation.

Intellectual property and copyright

The content of the Site is the intellectual property of their legal owners and is protected by the legislation of Ukraine, international agreements and conventions.

Full or partial copying, duplication, public performance, reproduction, processing, dissemination, display in a frame, publication, downloading, transmission, sale or otherwise used in whole or in part, the content of the Site without the written permission OLLYFOOD or the legitimate owner, could be illegal, cause for a trial and bringing violators to civil, administrative and criminal liability in accordance with the Legislation.

Access to the Site Content is provided by OLLYFOOD solely for personal non-commercial use by the Buyer in order to familiarize with them solely on the Site. The Buyer does not have the right to reproduce (including copying/downloading/storing) such objects in the memory of the Buyer's electronic devices, nor is he entitled to any other use not provided for in this Agreement, including their sale, modification, distribution in whole or in part parts, etc.

OLLYFOOD reserves the right at any time to remove from the Site any results of intellectual, creative activity or other intellectual property rights posted on it, without notice to the Buyer.

Warranty and responsibility

The Seller is responsible for the quality of the supplied Products within the current legislation of Ukraine, this Agreement within the amounts received from the Buyer as payment for the Products.

The Buyer understands and agrees that:

OLLYFOOD does not advise, give advice, advise on any medical issues and/or issues related to the health and lifestyle of the Buyer.

OLLYFOOD does not guarantee the Buyer's achievement of the desired result (weight loss/weight gain, improvement of health, well-being, etc.) even if the Buyer complies with all the recommendations of OLLYFOOD.

OLLYFOOD is not responsible for:

Safety of Product quality after acceptance of the Product by the Buyer.

For improper use of the goods by the Buyer.

For any errors, omissions, interruptions, deletion, defects, delay in processing or transmission of data, theft, destruction or unauthorized access by third parties to the results of intellectual activity posted on the Site;

For any technical failures or other problems of telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failure of e-mail services or scripts for technical reasons;

For compliance of the Site entirely or its sections with the Buyer's expectations, unmistakable and uninterrupted operation of the Site, termination of the Buyer's access to the Site and the results of intellectual activity posted on the Site, as well as losses incurred by the Buyer due to restriction / termination of access to the Site for any reason;

For the removal or non-preservation of any personal information about the Buyer;

For losses incurred due to unauthorized use by third parties of the Buyer's account;

For any damage to the equipment or software of the Buyer or other persons caused by or related to the use of the Site;

For any direct, indirect, unintentional damage, including loss of profit, damage to honor, dignity or business reputation, which arose in connection with the Buyer's use of the Site or the results of intellectual activity posted on the Site.

The Site may contain links to other Internet resources. The Buyer acknowledges and agrees that OLLYFOOD does not control and does not bear any responsibility for the availability of these resources and for their content, as well as for any consequences associated with the use of these resources. Any referrals made by the Buyer, the latter produces at your own risk.

In case of third parties' claims to OLLYFOOD related to the actions of the Buyer on the Site, the Buyer undertakes to settle these claims with third parties on its own and at its own expense, protecting OLLYFOOD from possible proceedings, losses and compensation.

In the event that as a result of claims from third parties OLLYFOOD will be damaged and/or OLLYFOOD will pay such third parties penalties, compensation, losses, costs, etc., OLLYFOOD has the right to demand, and the Buyer undertakes to reimburse them for OLLYFOOD (sanctions, compensation, losses, costs, payments, etc.) in full.

Confidentiality

The Buyer undertakes to maintain the confidentiality of the information that he received during the use of the possibilities of the Site. Confidential is considered all information regarding OLLYFOOD, Products, Orders and other data that became known to the Buyer.

The Buyer undertakes not to transfer confidential information to third parties without the consent of its rightholder, except at the request of authorized state bodies and/or only in the cases and in the manner established by the Legislation.

If the Buyer fails to comply with the above requirements, if this resulted in the unlawful disclosure of confidential information, the right holder of confidential information has the right to bring the Buyer to responsibility in accordance with the procedure established by Legislation, and to demand compensation for damages in full.

OLLYFOOD reserves the right to record telephone conversations between Customers and OLLYFOOD operators. At the same time, OLLYFOOD undertakes to prevent attempts of unauthorized access to this information and/or transfer of such information to third parties that are not directly related to the execution of orders.

By creating an order, the Buyer grants OLLYFOOD the full right (permission) to process his personal data in accordance with the Civil Code of Ukraine, the internal documents of OLLYFOOD for the purpose of concluding civil transactions, the provision and/or transfer of personal data to third parties in the manner and on the grounds defined current Legislation and internal documents of OLLYFOOD without the need to notify the Buyer about actions with personal data and is aware of the location of the personal data base, sod his personal data, its purpose and the name and location. In the event of a change in the specific purpose of personal data processing, the Buyer shall not object to the processing of his personal data, if such need is determined by the current Legislation and/or internal documents of OLLYFOOD, and also informs that he is acquainted with the Law of Ukraine "On Protection of Personal Data" dated June 1 2010 N 2297-VI with all changes and additions to it, in particular about their rights as defined by this Law. In addition, the Buyer confirms the fact of the notification of the inclusion of his personal data in the relevant database of personal data, the purpose of data collection and the persons to whom his personal data are transferred.

OLLYFOOD reserves the right to use the Buyer's personal data obtained during registration on the Website for marketing purposes, including for the purpose of informing the Buyer about the OLLYFOOD Products, promotions and bonus programs via e - mail and/or sms.

Force Majeure

The parties are released from liability for non-performance or improper performance of obligations under the terms of the contract for the duration of force majeure. Force majeure means extraordinary and insurmountable circumstances under the given conditions that prevent the parties from fulfilling their obligations under this Agreement. These include natural phenomena (earthquakes, floods, etc.), circumstances of public life (military actions, emergency situations, major strikes, epidemics, etc.), prohibiting measures of state bodies (prohibition of transportation, currency restrictions, international sanctions, prohibitions on trade, etc.). During this time, the parties have no mutual claims and each of the parties assumes its own risk as a result of force majeure.

Other provisions

This Agreement and all relations between OLLYFOOD and the Buyer arising out of it shall be governed by and construed in accordance with the Law.

If, for any reason, any of the terms of this Agreement are invalid or unenforceable, this shall not affect the validity or enforceability of the remaining terms of the Agreement.

This Agreement is concluded for an indefinite period and extends to all Buyers who registered on the Site (created an account) starting from the moment of such registration and/or placing the Order on the Site or otherwise ordering the Seller's Products.

All disputes and disputes arising in connection with this Offer will be resolved exclusively through negotiations.

In case of failure to reach agreement through negotiations, all disputes, disagreements, claims and claims that arise with respect to this Offer shall be resolved in court according to the Legislation at the place of sale of Products.

The place of sale of services depends on the city of their provision.

This offer comes into force from the date of its placement on the Website.