

PUBLIC OFFERING TO CONCLUDE AN AGREEMENT (OFFER)

Introduction

This document is a legal agreement between you, namely the User, and a company that supports the operation of the service (NIXWOOD), regulating the use of the site and services provided. The term "legal agreement" means that the conditions of this agreement accepted by the User are binding on this User. For easy use, the terms like "User", "You", "Your" and similar ones used in the singular and in the plural refer to you, namely the User. "We", "our" and similar terms refer to the company that owns and maintains the service Private Entrepreneur Iana Matviichuk - "NIXWOOD" Or "Owner"). The service NIXWOOD means this site. The "Agreement" means this document. Other definitions are provided at the end of this Agreement in the "Definitions" section.

Definitions

Owner means a Private Entrepreneur Iana Matviichuk entity according to the legislation of Ukraine, ID code - 3021916400, who addresses to an indefinite number of persons to enter into an agreement

Service means a service provided by NIXWOOD and described in these Conditions (NIXWOOD also contains its description).

User means any user of the Service (whether an individual or a legal entity).

Conditions mean these Conditions for Service provision, which have the legal force of the agreement between the User and the Owner.

Order processing confirmation means an electronic notification to be sent by the Owner at the time of receipt of an order.

User-generated content (UGC) means the user's content, any informationally significant content from the User.

Acceptance of the Agreement

In order to be able to use the NIXWOOD service you should carefully read and accept the terms and conditions of the Agreement by clicking on the corresponding button. In case of disagreement with the terms and conditions of the Agreement you have no right to use the Service.

" NIXWOOD": General Information

NIXWOOD software provides the tools for the development of easy-to-use websites. A special section of NIXWOOD is dedicated to the Owner's partnership program. Those users who intend to become the partners should carefully read and accept the provisions and conditions of the referral program, they are available in the bottom part of the registration page of NIXWOOD service. In case of discrepancies and incompliance between the Agreement and the terms and conditions of the partnership program, the latter will prevail for the Partners.

Registration, Contents and Disabling of NIXWOOD service

Registration

In order to use the Service or any its part, the Users must register by providing accurate and complete information on all necessary items of the relevant registration form, they also must fully accept the rules of confidentiality of personal data and actual terms and conditions. The Users are responsible for their own details of the system access. If the User has a reason to believe that it is at risk, for example (but not limited to this example), it has been hacked, stolen, lost, disclosed without justified reasons etc., the User must immediately notify the Owner to the address specified in the beginning of this document.

Compliance with Age Criteria

By registering on **NIXWOOD** service you guarantee that you have reached the legal age in accordance with the laws of your country.

Deletion of User Accounts and Termination of Account

The registered Users can cancel their accounts and discontinue using the Service at any time. NIXWOOD provides this capability through its interface. Furthermore, you can contact the Owner directly. In case of violation of these Conditions, the Owner stipulates the right to suspend or terminate the User's account at any time and without notice. The Owner reserves the right to suspend or terminate the User's account at any time and without prior notice if there exists at least one of the following circumstances:

- The User is in breach of the Agreement's conditions;
- Access to or use of the Service may harm the interests of the Owner, other users or third parties;
- The use of NIXWOOD service by the User may result in violation of the applicable regulations or law;
- When performing investigative actions, in court or with the participation of public authorities;
- The Owner, for any reason and in its sole discretion, believes that the account is being used in a rude and unacceptable manner in violation of the Agreement's Conditions or the Owner's standards.

Owner-Generated Content

The content provided by the Owner is protected by the intellectual property laws and relevant international agreements. Its use, unless otherwise provided, is permitted to the Users only within the limits specified in this section. The Owner grants the User a personal, non-transferable, exclusive right to use such content exclusively for personal non-commercial purposes and only on the User's device, for the entire term of the Agreement. Thus, the User is expressly prohibited from copying and/or downloading and/or distributing (except for the restrictions described below), modifying, publishing, transmitting, selling, sublicensing, processing, handing over to third parties or creating any derivative content, including third party content available on NIXWOOD service, allowing these actions by third parties with the participation of the User or on its device, at least without the knowledge of the latter. Where expressly provided for on NIXWOOD service, the User may, solely for personal use, be allowed to download and/or copy and/or distribute certain content available on NIXWOOD service, provided that the User reproduces in good faith all copyright notices and other recommendations of the Owner.

User-Generated Content

Rights to User-Generated Content [UGC]

The users are responsible for their own content and the content of third parties that they share, create, distribute, send or publish using NIXWOOD service or transfer in any other way. The users confirm that they have the consent of third parties whose data and/or content are transferred to the Owner, and therefore they release the Owner from any liability or action in connection with illegal distribution of third party's content or illegal use of the Service. The Owner does not moderate the content published by the User or third parties. At the same time, the Owner has the right to interrupt or terminate displaying the specified content in the following cases:

- Receipt of corresponding notices from other users;
- Receipt and acceptance of justified takedown notice on content removal/dismantling under the Digital Millennium Copyright Act (DMCA) or any other infringement of intellectual property rights;
- Implementation of necessary actions waiting for/in response to appropriate measures by the law enforcement agencies;
- Taking measures is dictated by the request of public authorities; or
- There are grounds to believe that this content available through NIXWOOD service may threaten the interests of the users, third parties, availability of Services and/or of the Owner itself.

Statements and Guarantees for User-Generated Content [UGC]

With an exception of the User's intellectual property rights to the results of the activities created using NIXWOOD service, in the process of creating, supplying, sending, publishing or displaying the UGC on NIXWOOD service or using this service, the User grants the Owner a free license without territorial restrictions to use, copy, reproduce and publish or abridged portions of such content (for instance, a web page screenshot) using any devices or any means of distribution currently available or developed in the future, and only for advertising or promotional purposes.

Third Party-Generated Content

The content or links provided by third parties and hosted on the server serving NIXWOOD are not moderated by the Owner prior to their publication. The Owner is not responsible for the content or its availability.

Services Provided by Third Parties

The users may use the services or content of third parties included in NIXWOOD, but they must be informed on the conditions specified by such third parties and express their consent to those conditions. Under no circumstances will the owner be liable for the improper operation or unavailability (or in both cases) of third party services.

Prohibited Use

The Service should be used only in compliance with these Conditions.

Its users have no right to:

- Modify NIXWOOD or any part thereof, perform its engineering analysis, decompile, disassemble or create derivative products on its basis;
- Bypass any technology used by NIXWOOD or Licensees to protect the content available using this service;
- Copy, store, edit or modify in any way the content provided by NIXWOOD, or prepare any derivative materials based on such content;
- Use bypasser software, global Internet search programs ("spiders"), applications for information search and retrieval on websites or other automated devices, processes or tools to access any part of NIXWOOD or its content, as well as extraction, collection or indexing of data stored in such content;
- Rent NIXWOOD for short term or long term, or sublicense it;
- Dishonour, insult, attack, use threats, infringe on the legal rights of others or violate them in any other way;
- Distribute or post illegal, obscene, illicit, defamatory or unacceptable content;
- Seize other users' data in a dishonest and illegal way;
- Register or use the Services with a purpose to promote, sell or advertise any goods or services through NIXWOOD;
- Use NIXWOOD in any other illicit way and in breach of the Conditions.

Software License and Other Intellectual Property Rights

License for Software Use

NIXWOOD Service guarantees to the User the provision of a free and non-exclusive license to use the Software and/or any other tool for maintenance within the Services; such license is revocable, personal, not limited on a territorial basis, and should not be transferred to third parties. This license allows the User using the Service, API procedures and/or any other common standards including that within the scope and under the conditions stipulated by the Agreement

The User undertakes to use the Service in compliance with the provisions of the Owner's intellectual property. The Software used for provision of the Service and any other intellectual property rights including copyright are the property of the Owner and/or its licensees. The User does not acquire any rights to the Software and agrees to the condition of its use in a non-excluded, non-transferable, time-limited way, depending on the period of using the Service, including that using a remote connection, Internet connection, in accordance with the terms and conditions of servicing and of this Agreement.

The right to use the Software does not envisage the transfer of the original source code rights. All methods, algorithms and procedures contained in the software and in the corresponding documentation are the copyrighted information and the property of the Owner or its licensees, and therefore may not be used in any form for the purposes other than those stipulated in Agreement.

All rights and licenses granted to the User are deemed revoked upon the expiration of the Agreement.

All rights and licenses granted to the User are deemed withdrawn upon the expiration of the Agreement.

Other Intellectual Property Rights

All trademarks, designations or images, trade names, service marks, wordmarks or commercial identifications, illustrations, images, logos, copyrights in connection with NIXWOOD service and the rights related to the user interface, characteristics and functions of NIXWOOD service, as well as related software including source code ("Owner's IP") are and remain the exclusive property of the Owner or its licensees and are protected by laws and international agreements in the field of trademark protection. The Owner does not grant the User any intellectual property rights, except when necessary to use the Service.

All trademarks and other brand marks, commercial names, service marks, brand names and designations, illustrations and images of a commercial nature and third parties' logos, as well as the content posted by third parties on the service (NIXWOOD) are and remain the exclusive property of the above mentioned entities and their licensors, being protected by the applicable legislation in the field of legal protection of trademarks and by relevant international agreements. The owner is not the owner of copyright in respect of the above mentioned intellectual property assets and can use them only on the basis of agreements concluded with such third parties, including that within the scope and for the purposes provided in such agreements.

Terms of Sale

Purchasing the Service

Paid Services

NIXWOOD envisages additional paid subscription and services.

The cost, duration and conditions of use of the paid services and accounts are given in the corresponding section of the NIXWOOD service.

Trial Period

If NIXWOOD Service provides for a trial period the User may use certain paid functions of NIXWOOD Service free of charge, for a certain period of time. Detailed information on the terms and conditions of use will be provided during launching a subscription or using the Service.

Subscription to Subscriber Service

Payment liabilities arise from the date when the Users choose a paid plan and subscribe to the subscriber service or change the existing payment plan. In order to keep the paid services active, your subscription must be renewed on a monthly basis on the payment date.

Automatic Renewal

Subscription to the subscriber service is renewed automatically using a type of payment chosen by the User on the date of purchasing the service. Renewed subscription is valid for a period which is equal to the initial service period. The users can disable automatic renewal at any time by changing the payment method preferences. In case of failure to renew, NIXWOOD service has the right to terminate the subscriber servicing after the expiration of the relevant validity period.

Procedure of Purchase

Each order sent is an offer to purchase the Services. Orders are subject to acceptance by the Owner, their execution depends on the service availability.

The User should independently identify and mark the selected Service depending on its type and duration, then the User should proceed to payment only after careful verification of all information contained in the final order summary. The order is issued by its confirmation, then the order's cost is subject to payment as specified in the final summary. Electronic sending of the purchase offer obliges the User to pay the price specified in the offer. The order processing receipt is not a confirmation of the order acceptance. The Agreement is considered concluded when the Owner sends specific Confirmation of the order acceptance to the e-mail address provided by the User. The Owner reserves the right not to confirm the order by notifying the Customer within 5 business days from the order placement date to the e-mail address associated with his order, in case of unavailability of one or more purchased services. In such case, the Owner should reimburse the User for the last amount paid. To issue an order, the users must register on the site providing the necessary information. The prices indicated include taxes, fees and expenses provided by the applicable law. The Owner reserves the right to apply discounts, offer free tests, use the voucher system and conduct various promotions throughout the year. For more information on the current promotions, please contact the Owner using details provided in this document.

Website Removal

The User confirms and agrees that the site developed using the tools provided by NIXWOOD service will be permanently removed within 30 days upon:

- Expiration of the trial period, if the User fails to purchase the Service, and/or
- Expiration of the subscriber Service period, if such Service is not extended.

Right to Withdraw from the Agreement for European Users

According to the European legislation on protection of consumer's rights, in case of purchase of the services, a European User has the right to terminate the Agreement early without explanation, within 14 days from the date of its conclusion. During the exercise of the right to withdraw from the Agreement, a User is obliged to inform the Owner about such decision by sending an unambiguous message in accordance with the contact details provided in this document. For this purpose, a User may use the relevant withdrawal form available at the end of this Agreement.

All refundable payments will be reimbursed by the Owner without undue delay and, in any case, not later than 14 days from the date of receipt of the User's notice. Money will be reimbursed in the manner used by the User during the initial transaction, unless otherwise specified.

Limitation of Right to Withdraw from the Agreement

Notwithstanding the above, the User acknowledges and agrees that the right to withdraw from the Agreement does not cover the services fully provided by the specialist, if the performance of the Agreement begins with the explicit consent of the User to lose the right to withdraw. Thus, if a European User has made a purchase on NIXWOOD service and the service provided by the Owner has immediately become available to the User, the

right to withdraw from the Agreement is not subject to exercise. The User also acknowledges and agrees that the right to withdraw from the Agreement is not subject to exercise due to the provision of digital content using intangible media, if the performance of the Agreement begins with a clear awareness of the User's loss of the right to withdraw from the Agreement. This means that if a European User purchases digital products on NIXWOOD service, the right to withdraw from the Agreement is not subject to exercise.

Reimbursement of Damages and Limitation of Liability

Waiver of Warranty

The Owner provides the services on an "as is" basis. To the fullest extent permitted by the relevant law, the Owner expressly disclaims any additional conditions, representations and warranties, expressed or implied, provided by the law or otherwise, including, without limitation, any possible warranties of merchantability, fitness for particular purposes or compliance with the rights of third parties. The Owner does not make any statements and does not guarantee the accuracy or completeness of the reproduction of the content and is not liable for:

- Errors, omissions or inaccuracies in the content;
- Injuries or material damage of any origin, in any way related to access to or use of the Services and NIXWOOD service;
- Unauthorized access to or use of our systems and/or information contained therein;
- Interruptions in the provision of the "Services";
- Any viruses, Trojans, bugs, malware etc., present or distributed through the "Services" or due to the intervention of third parties;
- Access to your device and/or the information contained in it as a result of such access; and/or
- Losses or any other damage in connection with the use of the "Services".

The Owner does not accept, guarantee or assume any liability for events, products or services available through the Services on websites or through applications available through the Services. No actions by the Owner or by third parties acting on the Owner's behalf, as well as other actions or facts, are considered as additional warranty, except as expressly provided in the Agreement. Certain regulations do not allow the exclusion of waiver of warranty.

Therefore, as it is provided in this document, they may not apply.

Limitation of Right to Withdraw from the Agreement for European Users

NIXWOOD and all its functions are available to the users on the terms and conditions specified in the Agreement, without any guarantees, implicit or non-binding by law. In particular, the services provided for the purposes specified by the User are not covered by the guarantee of conformity.

The use of the service (NIXWOOD) and all functions available through this service is carried out by the Users at their own risk and on their own responsibility.

Furthermore, the Owner, within the scope established by the applicable law, is liable to the Users or third parties for damages arising from contractual and non-contractual obligations caused intentionally or as a result of gross negligence, provided that such damages are a direct and immediate consequence of activity of the service (NIXWOOD).

Thus, the Owner is released from the liability for:

- Any losses not directly related to the consequences of breach by the Owner of the Agreement's conditions;
- The User's lost commercial benefit and any other benefits, including indirect losses, such as, for instance and not limited to the following list: commercial losses, loss of income/revenue/profit or expected savings, loss of contracts or business relationships, loss of reputation or location and etc.;
- Loss or losses caused by failure or malfunction of the service (NIXWOOD) due to force majeure circumstances and in any case independent of the will and being beyond the reasonable control of the Owner, such as, for instance and not limited the following list: interruptions or failures of telephone or electrical lines, Internet and/or other means of transmission, unavailability of websites, strikes, natural

disasters, cyber-attacks and cyber viruses, interruptions in the supply of goods, services and applications of third parties,

- as well as in the event of misuse or improper use of the service (NIXWOOD) by the Users of third parties.

EU Users

Reimbursement of Damages

The User agrees to release and secure the Owner and its subsidiaries, affiliates, employees, directors, agents, merchants, partners and employees from any claims or demands, including but not limited to, attorney's fees and costs by any third party through any illegal use of the Service or connection to it, violation of these Conditions, violation of any third party's rights or legal provisions by the User or its affiliates, officials, directors, agents, branders, partners and employees within the scope provided by the applicable law.

Limitation of Liability for User's Activity on This Website

The Users acknowledge and accept that the Owner will simply provide the Users with the technical infrastructure and features contained on this website.

The Owner does not mediate, moderate, advertise or interfere in the interaction, agreement or transactions between the Users, and is therefore not responsible for any such interaction between the Users, including the execution of any User's obligations.

Limitation of Liability

Unless otherwise expressly stated and if not affecting the current provisions of the legislation on liability for the goods, the Users have no right to claim damages to the Owner (or to any individual or legal entity acting on the Owner's behalf).

This does not apply to damage to life, health or physical integrity, losses resulting from breach of a material contractual obligation, such as any obligation required to achieve the goal of the Agreement, and/or losses caused by an intent or gross negligence, provided that this website is used properly and correctly by the User.

If the losses were not caused by an intent or gross negligence or if they did not affect life, health or physical integrity, the Owner is liable only in the amount of typical and anticipated losses at the time of the Agreement conclusion.

Australian Users

Limitation of Liability

Nothing in these Conditions should exclude, limit or modify any warranties, conditions, guarantees, rights or remedies that the User may have under the Competition and Consumer Act 2010 (Cth) or any similar law of the state and territory that cannot be excluded, restricted or changed (non-excluded right). To the full extent permitted by the legislation law, our liability to the User including liability for infringement of the non-excluded right and liability not otherwise excluded under these Conditions of Use, is limited, at the sole discretion of the Owner, re-performance of services or payment of costs for re-provision of services.

US Users

Waiver of Warranty

This website is provided strictly on an "as is" basis. The use of the Service is associated with a risk for the users. To the maximum extent permitted by the applicable law, the Owner expressly waives all conditions, assurances and warranties, whether direct, implied, statutory or other including, in particular, any promised warranty of the right to sell; suitability for a specific purpose or non-acquisition of third party's rights. No advice or information,

oral or written, obtained by the User from the Owner or via the Service should establish any warranties not expressly set forth herein.

Without limiting the above said, the Owner, its subsidiaries, affiliates, licensors, officials, directors, agents, co-branders, partners, suppliers and employees do not guarantee that the content is accurate, reliable or correct; that the Service will meet the users' requirements; that the Service will be available at any specific time or anywhere, seamlessly or securely; that any defects or errors will be corrected; or that the Service will not be infected with viruses or other harmful components. Any content downloaded or otherwise obtained via the Service is downloaded at the users' risk, and the users are personally responsible for any damage caused to the computer system or mobile device of the User, or for loss of data as a result of such download or use of the Service by Users.

The Owner does not warrant or endorse or is responsible for any product or service advertised or offered by a third party via the Service or any hyperlink on the website or service, and the Owner should not be a party to or in any way control any transaction between the Users and third-party suppliers of the products or services.

The Service may become unavailable or may not work properly with the users' web browsers, mobile device and/or operating system. The owner cannot be held liable for probable or actual losses related to the maintenance, operation or use of this Service.

The federal laws of some states and other jurisdictions do not allow exceptions or limitations to certain warranties. The above exceptions cannot apply to the User. This Agreement grants the users specific legal rights, while the users may also have other rights that vary from state to state. The reservations and exceptions provided for in this Agreement should not apply "to the extent" prohibited by the applicable law.

Limitation of Liability

To the maximum extent permitted by the applicable law, in no event should the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for the following:

- Any indirect, punitive, incidental, special, consequential or exemplary damages including, without limitation, the damages from loss of profit, goodwill, use, data or other non-material damages arising out of or in connection with the use or inability to use the Service.
- Any damage, loss or injury due to hacking, forgery or other unauthorized access or use of the account of the Service or the User or the information contained therein;
- Any errors, mistakes or inaccuracy in the content;
- Personal injuries or property damage of any nature arising from the User's access to or use of the Service;
- Any unauthorized access to or use of the protected servers of the Owner and/or any and all personal information stored therein;
- Any interruption or termination of transmission to or from the Service;
- Any errors, viruses, Trojans etc. that may be transmitted to or through the Service;
- Any errors or omissions of any content or any losses or damages resulting from the use of any content posted, emailed, transmitted or otherwise made available via the Service; and/or
- Defamatory, abusive or illegal conduct of any User or third party. In no event should the Owner and its subsidiaries, affiliates, officers, directors, agents, merchants, partners, suppliers and employees be liable for any claims, proceedings, obligations, liabilities, losses, damages or expenses for an amount exceeding the amount paid by the User to the Owner under this Agreement for the previous 12 months, or the duration of this agreement between the Owner and the User, whichever is shorter.

This Limitation of Liability section applies to a full extent permitted by the law of the relevant jurisdiction, whether the liability is based on agreement, delict, negligence, source of increased hazard or any other reason, even if the company has been informed of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The Conditions grant the User specific legal rights,

and the User may also have other rights that vary from jurisdiction to jurisdiction. Disclaimers, exclusions and limitation of liability under the Conditions do not apply within the limits prohibited by the applicable law.

African Users

Limitation of Liability

This website <https://nixwood.com> is provided strictly on an "as is" basis. The use of the Service is associated with a risk for the users. To the maximum extent permitted by the applicable law, the Owner expressly waives all conditions, assurances and warranties, whether direct, implied, statutory or other including, in particular, any promised warranty of the right to sell; suitability for a specific purpose or non-acquisition of third party's rights. No advice or information, oral or written, obtained by the User from the Owner or via the Service should establish any warranties not expressly set forth herein.

The Owner will not be liable for any direct, indirect, incidental, probable or actual damages or losses that may arise from the use of any material of the Service NIXWOOD or the tools contained therein.

You hereby release the Service from compensation for any loss, satisfaction of any claims or compensation for damages that may be incurred by the users or any third party in connection with your use of this website and/or any associated third party's site.

Except for cases of intent or grave fault in the Owner's actions, the User agrees to protect, recover and protect the latter, parent companies, branches and subsidiaries (if any), as well as officials, directors, employees, consultants and representatives of the Owner from any claims, harm, damages, liability, costs and debts (including, but not limited to, the payment of attorneys' services) in connection with:

- Use of the Service;
- Violation of this Agreement's conditions;
- Violation of any third party's rights, including copyright, property rights or the right to privacy; or
- Any other claims regarding damage caused to third parties by your content.

General Provisions

Notices under the Digital Millennium Copyright Act (DMCA)

According to the Digital Millennium Copyright Act (DMCA) you can contact NIXWOOD with a request to remove the materials that infringe your copyright. For this, you need to prepare a DMCA takedown notice in compliance with certain requirements stipulated by the law. (If you still have questions after reading this section, please read section 512 (c) (3) of the Digital Millennium Copyright Act).

This takedown notice should contain the following:

- Physical or electronic signature of the person authorized to act on behalf of the right holder whose rights have been allegedly infringed;
- Description of the protected work or list of works in respect of which the rights have allegedly been infringed;
- Description of the material that has been allegedly infringed, that you want to remove or that you want to block access to. The notice must contain sufficient information for the service provider to identify the relevant material;
- Sufficient information to allow the service provider to get in touch with the applicant, including address, telephone number and e-mail address, if available;
- A statement in which the applicant honestly declares that a relevant permission has not been granted concerning the method of use of the material by the right holder, its agent or the law;
- A statement in which the applicant guarantees the accuracy of the information contained in the notice and, being aware of the responsibility for providing false information, the applicant authorizes to act on behalf of the right holder whose rights have been violated.

A hard copy of the DMCA notice should be sent to:

Mailing address:

2, Elyzavety Chardar Str., office 207
02140, KYIV, UKRAINE

A copy of the notice can be emailed to: **max@nixwood.email**. Sending an e-mail does not release from the obligation to send a hard copy of the documents to the above physical address.

If you erroneously allege a violation of your rights in the notice, you will be liable for all possible damages, including any court fees, that the accused entity may unreasonably face or we may face, in particular, if, as a result of our trust in your information, the materials that have been brought to our attention are deleted or blocked.

Service Provision Procedure

From time to time, the Owner has the right to modify some aspects of the Service, for instance, to add or remove certain functionalities. Besides, the Owner may decide to suspend or terminate the provision of the Services. In case of suspension of the Services provision, the Owner will allow you receiving your information in accordance with the requirements of the applicable law.

In some cases, the Service may be unavailable due to software-related problems, network-related problems or other reasons that can be classified as force majeure, such as natural disasters, strikes and other circumstances beyond the Owner's control. The Services may also be unavailable due to repair activities.

Privacy Policy

Those Users who want to obtain additional information on the use of their personal data can read the [Privacy Policy](#) section, which is an integral part of these Conditions.

Modifications to This Agreement

The Owner reserves the right to introduce modifications to these Conditions at any time by informing about it on the NIXWOOD service or by direct notification. The modifications will apply to operations and actions taken after you accept these modifications. The previous versions archived by the Owner should apply to operations and actions prior to your approval of such modifications. In order to receive a copy of the previous versions, send an email to the Owner. If you continue to use the Services after posting a notice on modifications, your actions will indicate acceptance of and consent to the new Conditions. In an event of unwillingness to accept the new conditions of the Agreement, you may stop using the Service.

Assignment of the Agreement

The Agreement and all rights arising therefrom and the licenses granted in its scope should not be transferred or assigned without the expressed written consent of the Owner, while the latter has the right to perform these actions without any restrictions.

Contacts

The Owner has the right to contact you by phone (if you indicate a phone number) or e-mail. All notifications sent to the Owner in connection with the NIXWOOD service should be sent to the addresses specified in this document. When sending them in the form of an e-mail you must have a valid confirmation of the fact of sending, which must be presented to the Owner at its request.

Termination of the Agreement

You may terminate the Agreement by deleting your account at any time. To do this, you must send a notification to the Owner's e-mail address specified in the Agreement and follow the instructions provided in the reply. In accordance with the provisions of the section "Deletion and Closing of User Account" we reserve the right to terminate the Agreement and delete your account in the event of:

- Final termination of the Service;
- Failure to receive payment for the Services purchased;
- Suspicion that the User has taken part or will take part in any fraudulent or illegal activity in connection with the NIXWOOD service or violates the Conditions of the Agreement;
- Receipt from any public authority of a request to delete an account;

Without limiting the ability to take any other measures in cooperation with the competent judicial authorities in order to protect their rights.

Upon termination of the Agreement, including such termination initiated by one of the parties and on any grounds:

- The Services and access to your account are terminated;
- Unless otherwise provided in the Agreement, the right to reimbursement of any amount, in part or in full, is lost;
- Any debts on payments in favour of the NIXWOOD service accrued in connection with its use are subject to immediate payment in full; and
- The content published by you is subject to deletion if it is not used by the Owner or other Users of the NIXWOOD service for advertising or promotional purposes.

If at the time of termination of the Agreement you have debt in favour of the Owner, you will receive a final invoice by e-mail to the address specified at the time of registration. After full payment of the invoice, our contractual relationship will be terminated.

Entire Agreement

This Agreement with [Privacy Policy](#) section and any other documents of legal nature published by the Owner constitute a legally binding agreement between you and the Owner regarding the provision of the services.

Severability

In the event that the Court declares any of the provisions of these Conditions invalid, void or unenforceable, such provision should not apply and all other provisions should remain valid and have corresponding legal effect.

Binding Provisions

All provisions of the Agreement should be interpreted independently of each other, creating legal consequences and when one or more of them are non-executable for any reason, or if provisions do not create consequences of legal nature even in case of inaction of the Owner in connection with the protection of its rights. Any waiver of a particular provision should not be construed as a ground for waiving all other provisions of this Agreement.

Prevailing Documents

These conditions are drawn up and approved in Ukrainian language. Any their version in a language other than Ukrainian is recognised as a translation. In case of disagreement or contradiction, the text in Ukrainian language should prevail.

Applicable Law and Jurisdiction

Private Entrepreneur Iana Matviichuk is the provider of the NIXWOOD service. Therefore, the provisions of this Agreement should be governed by the laws of Ukraine where applicable, notwithstanding the principles of the international private law. By accepting the Agreement, you agree to comply with the said legislation, as well as

with the fact that the interpretation and application of the provisions of this Agreement will be within the jurisdiction of the courts of Ukraine.

Sample Form for Rejection and Return of Product (Service).

Mailing address:

2, Elyzavety Chardar Str., office 207
02140, KYIV, UKRAINE

max@nixwood.email

By this, I/we notify on our intention to terminate the agreement for purchase of goods / provision of services as follows:

_____ (describe goods/services that you intend to return/reject from)

• **Ordered:** _____ (write date)

• **Received:** _____ (write date)

• **Full name of user/users:** _____

• **Address of user/users:** _____

• **Date:** _____

(To be signed only in case of the form's notification on a hard copy)

Partner/Partners

Any individual or legal entity taking part in the partnership program of the NIXWOOD service.

Privacy Policy

Privacy Policy _____.

Software

A complex of software and technical solutions developed and implemented within the scope of the Services provided by the Owner.

Last update: 18 of May, 2020