

Public offer agreement

1. GENERAL PROVISIONS

1.1 According to the Article 641 of the Civil Code of Ukraine (hereinafter - the Civil Code of Ukraine), this Agreement is a public offer (hereinafter - the Offer or Agreement or Contract), which is an official offer of the Individual Entrepreneur Aleks Yanovskyi, EDRPOU code 2532724310, record number in the Unified State Register 200070000000025366 dated November 12, 2020, hereinafter referred to as "Contractor", expressed to an unlimited number of persons (hereinafter referred to as the Buyer) to conclude this Service Agreement (hereinafter referred to as the Services) using the website <https://alexyanovsky.com/>

1.2 This Agreement comes into effect upon registration or ordering services on the website <https://alexyanovsky.com/> and /or payment for services, including via the authorized Commercial Agents of the Contractor.

2. SUBJECT OF THE AGREEMENT

2.1 Following the procedure and on the terms and conditions outlined in this Agreement, the Contractor shall provide the Customer, and the Customer shall accept and pay for information and consulting services, the specific list, cost and other terms and conditions of which are set forth on the Internet at the following link <https://alexyanovsky.com/>. To fulfill the requirements of this Agreement, the Contractor shall:

2.1.1 Provide a link to a webpage for viewing the online broadcast of information and advisory material, which will be released at intervals and at times according to the online broadcast calendar developed by the Contractor. The online broadcast calendar is posted by the Contractor on the Platform.

2.1.2 Provide access to the Platform with records of information and advisory material.

2.2 The Services shall be deemed to be provided in full from the moment all releases of information and advisory material have been posted on the Platform according to the calendar of online broadcasts, regardless of whether the Customer has familiarized with them. If the number of actual online broadcasts does not correspond to the number indicated in the calendar, the service shall be considered provided in full from the moment the record of other information and advisory material authored by the Contractor has been posted on the Platform in quantity equal to the number of online broadcasts that did not take place.

2.3 The date of commencement of the Services provision is the day of granting access to the Platform by sending a letter by the Contractor to the Customer's e-mail address containing a link to access the relevant Service (access to the personal online account on the Platform used by the Contractor and/or a link to an online meeting). The date of acceptance of this Agreement may not coincide with the date of granting access to the Platform and is agreed upon by the Parties additionally. The Customer has round-the-clock access to the Platform and the material posted on it from the day of payment (or another day agreed by the parties) until the last day of the paid period, after which the Agreement will be deemed terminated, and the Customer will be denied access to the Platform.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 The Contractor is obligated to:

3.1.1. Provide services of proper quality, following the requirements and on the terms and conditions stipulated by this Agreement;

3.1.2. Inform the Customer about all changes in the schedule of online broadcasts of information and advisory material;

3.1.3. Provide information support to the Customer during the entire term of the Agreement;

3.1.4. Post a record of online broadcasts of information and advisory material on the Platform.

3.1.5. In case of non-release of online broadcasts of information and advisory material, according to the approved calendar of online broadcasts, the Contractor, at his discretion, may either post a record of other information and advisory material authored by the Contractor on the Platform or make an online broadcast on another day/time during the term of the Agreement.

3.2 The Contractor has the right to:

3.2.1. Receive all information from the Customer for the provision of services hereunder.

3.2.2. Receive payment for the services rendered in amount and within the terms stipulated by this Agreement.

3.2.3. Having notified the Customer, unilaterally change the date and time of online broadcasts of information and advisory material and its duration.

3.2.4. The Contractor is the copyright holder of the information and advisory material and has the full right to dispose of it at his discretion.

3.2.5. In case of receipt of the Customer's request to refuse receiving services, the Contractor considers the relevant request and, if there are substantiated reasons, decides to refund the money in proportion to the number of services not received and blocks access to the Platform. The Customer agrees that the Commercial Agent will directly make the refund within thirty (30) calendar days from the Contractor's decision.

3.3 The Customer is obliged to:

3.3.1. Pay for the services in the amount and within the period stipulated by this Agreement;

3.3.2. Perform practical tasks within the framework of providing information and advisory services, if any;

3.3.3. Not reproduce and/or copy (in whole or in part) information and advisory materials for commercial purposes, not make any copies or download information contained on the Platform (photos, videos, screenshots, and any other means of copying), and ensure that any other persons cannot perform the said actions;

3.3.4. Not to transfer access to the Platform and online broadcasts or recording the information and advisory material to third parties, except as provided in this Agreement.

3.3.5. Provide the Contractor with information regarding the date of activation of access to the Platform and the e-mail address to which the corresponding link to access the Platform should be sent.

3.4. The Customer has the right to:

3.4.1. Receive duly paid services on the terms and conditions stipulated by this Agreement;

3.4.2. Have round-the-clock access to the Platform and information and advisory material posted during the Agreement term.

3.4.3. The Customer has the right to withdraw from the Services under this Agreement within 14 calendar days with a 100% refund of the paid funds, despite the lessons already received.

3.4.4. If there are substantiated reasons, to withdraw from the Service Agreement at any time, subject to payment to the Contractor of the actual costs incurred by him/her in connection with the fulfillment of obligations under this Agreement, by sending a corresponding request by written notice to the Contractor's email address aybuhgalter@gmail.com

3.4.5. In case of impossibility to receive services due to vacation, business trip, illness, or other reasons, the Customer has the right to suspend access to the Platform for a total period of no more than 30 calendar days, with further extension of access for the specified period. The Customer may suspend access to the Platform by sending a corresponding letter to aybuhgalter@gmail.com.

3.4.6. With the Contractor's consent, transfer his right to receive the Services to a third party free of charge. In case of exercising this right, from the moment of re-registration of access to the Platform to another person, the Customer loses the right of access in connection with its transfer to another person. The Customer can exercise the right to re-register access to the Platform to another person by sending a corresponding letter to aybuhgalter@gmail.com.

4. PAYMENT FOR SERVICES

4.1. Payment is made by transferring funds to the Contractor to the current account of the Contractor's Commercial Agent, according to the invoice issued within one banking day from the date of receipt of such invoice for payment, and/or by using any other payment system specified on the Contractor's website and/or its information pages that have a common domain.

4.2. The Customer is deemed to have fulfilled his obligation to pay for the Contractor's services from the date the funds have been added to the account of the Contractor and/or the Contractor's Commercial Agent.

4.3. At the Contractor's request, the transfer of funds under this Agreement has to be confirmed by the Customer by providing the Contractor with a second copy of the payment document, which proves the fact of such transfer.

4.4. The total cost of the services provided during the term of this Agreement is determined as the cost of the services actually rendered according to the payments made by the Customer.

4.5. The price of the Agreement is the total cost of services provided by the Contractor to the Customer hereunder during the term of this Agreement.

4.6. The Parties have agreed on the possibility of making payment under this Agreement in installments by the schedule approved by the Parties.

4.7. Within three calendar days from the date of full provision of services according to clause 1.3. of this Agreement, the Customer requests the Act of Services Rendered by sending a corresponding letter to aybuhgalter@gmail.com. Within three calendar days from the receipt of the Customer's request, the Contractor sends the Act of Services Rendered, formed for singing, to the address specified during registration on the Platform. If the Customer does not request the corresponding Act within the specified period or does not return the signed Act within three days since receiving the Act of Services rendered or does not provide reasoned comments, the services are considered duly and fully rendered according to the principle of the implied consent from the Customer. 4.8. The Contractor has the right to unilaterally change the prices for any positions displayed on the Website. The cost of the Services cannot be changed after the Customer has placed an order.

4.9. The Contractor has the right to introduce and use a bonus program, hold promotions and give gifts. The types of bonuses, promotions, and gifts, as the procedure and conditions for their application or provision, are posted on the Website and may be revised by the Contractor unilaterally.

5. LIABILITY OF THE PARTIES

5.1. In case of violation of the terms of the Agreement, the Party bears the responsibility determined by this Agreement and (or) the current legislation of Ukraine.

5.2. All copyrights and intellectual property rights to the information and advisory materials belong to the Contractor and do not become the Customer's property. If the facts of the sale or other commercial use of the information and advisory material by the Customer are revealed, the Customer undertakes to compensate the damage caused to the Contractor, as well as to pay a fine in the amount of the price of this Agreement.

5.3. A party is considered innocent and does not bear responsibility for breach of the Agreement if it proves that it has made all possible efforts to fulfill the Agreement properly.

5.4. All disputes related to this Agreement are resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it is resolved in court according to the established jurisdiction of such dispute, as determined by the relevant current legislation of Ukraine. The Parties agree that the substantive law of Ukraine will be applied during consideration of a dispute.

6. TERM OF THE AGREEMENT

6.1. This Agreement comes into force from the moment of its conclusion by the Parties and is valid until the Parties fully fulfill their obligations under this Agreement.

6.2. The Contractor may change the terms of this Agreement unilaterally by posting a new version of the Agreement on the website: <https://alexyanovsky.com/>. The latest version of the Agreement takes effect 1 (one) day after it is posted on the website. If the Customer doesn't notify the Contractor of non-acceptance of the new agreement version within 5 (five) business days from its posting, the legal relations of the Parties continue to be regulated according to the new terms of the Agreement.

6.3. The Agreement may be terminated by mutual consent of the Parties. Termination of the Agreement does not relieve the Parties from fulfilling their obligations arising under this Agreement after the date of its termination in full.

7. FORCE MAJEURE

7.1. The Contractor is not responsible for violation of the terms of the Agreement if force majeure circumstances cause such a violation, including actions of public authorities, fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil unrest, riots, military actions, any other circumstances, not limited to the above, which may affect the Contractor's performance under this Agreement and are beyond the Contractor's control.

7.2. During the period of force majeure, depending on their complexity, the Contractor may suspend payments to the Customer for fully or partially unfulfilled obligations until the Contractor's solvency and work ability are restored.

7.3. Depending on the force majeure circumstances, the term and date of service provision to the Customer may be changed to the nearest time after the consequences of force majeure are eliminated.

7.4. In case of impossibility to provide services, the Contractor undertakes to refund the funds paid by the Customer as soon as his solvency is restored.

8. CONFIDENTIAL INFORMATION

8.1. Any information and materials provided to the Customer as part of fulfillment of this Agreement are confidential. The Customer undertakes not to disclose such information or transfer the materials to third parties.

8.2. The Customer undertakes to maintain the confidentiality of all information and materials received, including, but not limited to: technological, commercial and financial, etc.

8.3. The transfer of information specified in this clause to third parties, publication, other disclosure of such information, or any other use of it during the term of this Agreement, as well as after the termination of this Agreement, may be carried out only with the written consent of the Contractor, regardless of the reasons for the termination of this Agreement. In case of violation of the terms of this clause, the Customer compensates for all losses incurred due to violation of the terms of this clause.

8.4. The Parties have agreed that the provisions of the Confidentiality Agreement are valid also after the termination of this Agreement.

9. OTHER TERMS AND CONDITIONS

9.1. All legal relations related to the determination of the rights and obligations of the Parties under this Agreement, the validity, fulfillment, and termination of this Agreement, interpretation of its provisions, and determination of the effects of invalidity or breach of the Agreement are governed by this Agreement and the current legislation of Ukraine.

9.2. After acceptance of this Agreement, all previous negotiations, correspondence, protocols of intent, and any other written or oral agreements of the Parties on issues related to this Agreement become invalid but may be taken into account when clarifying the terms of the Agreement.

9.2.1. By entering into this Agreement, the Customer understands that the legal relations between the Parties are subject to the jurisdiction of Ukraine. The Customer guarantees that at the time of consumption of the services, he/she will be located in the territory of Ukraine.

9.3. The Parties have agreed on all essential terms of this Agreement.

10. PERSONAL DATA PROCESSING CONSENT

10.1. By placing an order on the website, the Customer provides the Contractor with his personal data, including, but not limited to: phone number, name, e-mail address, and other data provided by the Customer on the website.

10.2. By providing the Contractor with his personal data, the Customer agrees, according to the provisions of the Law of Ukraine "On Personal Data Protection," to the use of the received data by the Contractor using automated database management systems, including, but not limited to

- transferring them to a third party that in some way or another is related to this Agreement or for the purpose of its full implementation;
- additional informing the Customer about the status of the order;
- further processing of the Customer's orders;
- receiving service messages, including those regarding promotions, bonus programs, and discounts.

10.3. The Contractor undertakes not to disclose the personal data received from the Customer to third parties that are not related to performing the order and/or to the Contractor's activities related to the provision of the Services.

11. DETAILS OF THE CONTRACTOR

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