

PUBLIC CONTRACT (OFFER)

1. GENERAL PROVISIONS

1.1. In accordance with 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 Agreement), which is an official offer of the Individual Entrepreneur Alex Yanovsky, EDRPOU code 2532724310, entry number in the USR 200070000000025366 dated November 12, 2020, hereinafter referred to as the "Contractor", expressed to an unlimited number of persons (hereinafter - the Buyer) to conclude this Service Agreement (hereinafter - the Services) using the website <https://alexyanovsky.com/>.

1.2. This Agreement shall be deemed concluded from the moment of registration or ordering of services on the website <https://alexyanovsky.com/>, and/or payment for services, including through the authorized Commercial Agents of the Contractor.

2. SUBJECT MATTER OF THE CONTRACT

2.1. In accordance with the procedure and on the terms and conditions set forth in this Agreement, the Contractor shall provide the Client, and the Client 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 page on the Internet for viewing the online broadcast of information and consulting material, which will be released at regular intervals and at times in accordance with the online broadcast calendar developed by the Contractor. The online broadcast calendar shall be posted by the Contractor on the Platform.

2.1.2. Provides access to the Platform with records of information and consulting material.

2.2. The Services shall be deemed to be rendered in full from the moment all releases of information and consulting material are posted on the Platform, in accordance with the online broadcast calendar, regardless of whether the Customer has read them or not. 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 of posting on the Platform of the record of other information and consulting material authored by the Contractor in an amount equal to the number of online broadcasts that did not take place.

2.3. The date of commencement of the Services shall be 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 shall be agreed upon by the Parties additionally. The Customer shall have round-the-clock access to the Platform and the material posted on it starting from the date of payment (or another day agreed by the parties) and until the last day of the paid period, after which the Agreement shall be deemed terminated and the Customer shall be denied access to the Platform.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Contractor shall be obliged to:

3.1.1. Provide services of proper quality, in accordance with 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 consulting 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 consulting material on the Platform.

3.1.5. In case of failure to broadcast the information and consulting material online, in accordance with the approved calendar of online broadcasts, the Contractor, at its discretion, may either post a record of another information and consulting material 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 from the Customer all information necessary for the provision of services under this Agreement.

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

3.2.3. Notify the Customer to unilaterally change the date and time of online broadcasts of information and consulting material, as well as its duration.

3.2.4. The Contractor is the owner of the copyright of the information and consulting material and has the full right to dispose of it at its discretion.

3.2.5. In case of receipt of the Customer's request to refuse to receive services, the Contractor shall consider the relevant request and, if there are reasonable grounds, shall decide to refund the money in proportion to the amount of services not received and block access to the Platform. The Customer agrees that the refund will be made directly by the Commercial Agent within thirty (30) calendar days from the date of the Contractor's decision.

3.3. The customer is obliged to:

3.3.1. To 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 consulting services, if any;

3.3.3. Not to reproduce and/or copy (in whole or in part) information and consulting materials for commercial purposes, not to make any copies or download information contained on the Platform (photos, videos, screenshots and any other means of copying), and to 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 of information and advisory material to third parties, except as provided for in this Agreement.

3.3.5. Provide the Contractor with information regarding the date of activation of access to the Platform, as well as the e-mail address to which to send the appropriate link to access the Platform.

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. To have round-the-clock access to the Platform and the information and consulting material posted on it during the term of the Agreement.

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 learned.

3.4.4. If there are reasonable grounds 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 for 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 shall suspend access to the Platform by sending a corresponding letter to aybuhgalter@gmail.com.

3.4.6. With the consent of the Contractor, transfer its 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 right to re-register access to the Platform to another person shall be exercised by the Customer by sending a corresponding letter to aybuhgalter@gmail.com.

4. PAYMENT FOR SERVICES

4.1. Payment shall be made by transferring funds to the Contractor to the current account of the Contractor's Commercial Agent, according to the invoice issued within 1 banking day from the date of receipt of such invoice for payment, and/or by payment using any other payment system specified on the Contractor's website and/or information pages to it that have a common domain.

4.2. The Customer shall be deemed to have fulfilled its obligation to pay for the Contractor's services from the date of crediting the funds to the account of the Contractor and/or the Contractor's Commercial Agent.

4.3. At the request of the Contractor, the fact of transfer of funds under this Agreement shall be confirmed by the Customer by providing the Contractor with a second copy of the payment document certifying the fact of such transfer.

4.4. The total cost of the services provided during the term of this Agreement shall be determined as the cost of the services actually provided in accordance with the payments made by the Customer.

4.5. The price of the Agreement shall be the total cost of services provided by the Contractor to the Customer under this Agreement during its validity period.

4.6. The Parties have agreed on the possibility of making payment under this Agreement on the terms of installment payment in accordance with the schedule agreed by the Parties.

4.7. Within 3 calendar days from the date of full provision of services in accordance with clause 1.3. of this Agreement, the Customer shall request the provision of the Act of services rendered by sending a corresponding letter to aybuhgalter@gmail.com. Within 3 calendar days from the date of receipt of the Customer's request, the Contractor shall send to the address specified during registration on the Platform the Act of Services rendered, generated for signature. If within the specified period the Customer does not submit a request for the Act or within 3 calendar days from the date of receipt of the Act of services rendered from the Contractor, the Customer does not return the signed Act or provide reasoned comments, the services shall be considered to be provided properly and in full, on the principle of the Customer's tacit consent.

4.8. The Contractor reserves the right to unilaterally change the prices for any items displayed on the Website. The price of the Services cannot be changed after the Customer has placed an order.

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

5. RESPONSIBILITY OF THE PARTIES

5.1. In case of violation of the terms of the Agreement, the Party shall be liable as provided for in this Agreement and/or the current legislation of Ukraine.

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

5.3. A Party shall be deemed innocent and shall not be liable for breach of the Agreement if it proves that it has made every effort to properly perform the Agreement.

5.4. All disputes related to this Agreement shall be resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the established jurisdiction and 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 in the dispute.

6. TERM OF THE AGREEMENT

6.1. This Agreement shall enter into force from the date of its conclusion by the Parties and shall remain in force until the Parties have fully fulfilled their obligations under this Agreement.

6.2. The terms of this Agreement may be changed by the Contractor unilaterally by posting a new version of the Agreement on the website <https://alexyanovsky.com/>. The new version of the Agreement shall come into force 1 (one) day after its posting on the website. If the Customer within 5 (five) working days from the date of posting the new version of the Agreement does not

notifies the Contractor of its rejection, the legal relations of the Parties shall continue to be governed by the new terms of the Agreement.

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

7. FORCE MAJOR

7.1. The Contractor shall not be liable for violation of the terms of the Agreement if such violation is caused by force majeure circumstances, 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 the terms of 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 for fully or partially unfulfilled obligations to the Customer until the Contractor's solvency and efficiency are restored.

7.3. Depending on the force majeure circumstances, the term and date of provision of services to the Customer may be changed as soon as possible after the consequences of the force majeure are eliminated.

7.4. In case of impossibility of providing 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 the performance of this Agreement shall be confidential. The Customer undertakes not to disclose such information or transfer the materials to third parties.

8.2. The Customer undertakes to maintain 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 shall compensate 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 shall be valid even 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 hereunder, validity, performance and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or breach of the Agreement shall be 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 shall become null and void, 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 of 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 on the territory of Ukraine.

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

10. CONSENT TO THE PROCESSING OF PERSONAL DATA

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 in accordance with 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 is in any way related to this Agreement or for the purpose of its full performance;
- additional informing the Customer about the status of the order;
- further processing of the Customer's orders;
- receiving service notifications, 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 who are not related to the execution of the order and/or to the activities of the Contractor related to the provision of the Services.

11. ARTIST'S DETAILS

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