

PUBLIC OFFER AGREEMENT
for the Provision of Services
version dated 15.10.2024

This Agreement is a public agreement in accordance with Articles 633 and 641 of the Civil Code of Ukraine, and its terms are the same for all Customers. Unconditional acceptance of its terms shall be deemed acceptance of this Offer by the Customer, for which purpose the Service Provider publishes this Agreement as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The terms and concepts used in this Agreement shall have the meanings set out below:

- “Public Agreement” – this transaction between the Service Provider and the Customer for the provision of Services to the latter on the terms set out in this public offer, which are identical for all Customers, from the moment of acceptance of the public offer by the Customer (hereinafter – the “Agreement”).
- “Public Offer” – the proposal of the Service Provider addressed to any individual or legal entity to conclude an agreement with the Service Provider for the provision of Services on the terms contained in this document and in accordance with Article 641 of the Civil Code of Ukraine.
- “Acceptance” – the Customer’s full and unconditional consent to the Service Provider’s proposal to conclude an agreement for the provision of Services with the Service Provider by filling in and sending the relevant registration form posted on the Website and/or making payment in favour of the Service Provider.
- “Customer” – any individual or legal entity that has accepted the Public Offer.
- “Service Provider” – a sole proprietor who undertakes to provide the Customer with the Services stipulated by this Agreement, in particular, SOLE PROPRIETOR Malitska Valeriia Volodymyrivna and/or SOLE PROPRIETOR Tyshchuk Olha Ivanivna.
- “Website” – a set of data that ensures the availability of information for end users and is located at: <https://www.tdhub.com.ua/td-school>.
- “Tariff” – the cost of a certain volume of Services provided by the Service Provider to the Customer during a certain period of time.
- “Platform” – a set of software tools used by the Service Provider to provide the Services stipulated by this Agreement.

- “Service” – the provision by the Service Provider to the Customer of access to information and services posted on the Website and/or the Platform under the terms of this Agreement.
- “Account” – the set of information about the Customer provided during registration on the Platform.

1.2. The headings in this Agreement are for convenience only and do not affect the interpretation of the clauses of the Agreement.

1.3. If terms and concepts not defined in this section are used in this Agreement, they shall be interpreted in accordance with the text of this Agreement and the legislation of Ukraine in force.

2. ACCEPTANCE OF THE OFFER

2.1. The Agreement shall be deemed concluded from the moment the Service Provider receives the Acceptance without signing a written hard copy and shall have legal effect in accordance with Articles 633 and 634 of the Civil Code of Ukraine. By performing the Acceptance, the Customer confirms that they fully understand and agree with the terms of this Agreement.

3. SUBJECT OF THE AGREEMENT

3.1. The Service Provider provides the Customer with a Service that consists in granting access to information and services posted on the Website and/or the Platform in the manner stipulated by this Agreement, and the Customer accepts and pays for it.

3.2. The list and detailed description of the Services and Tariffs are posted on the Website.

3.3. The scope of Services within different Tariffs may differ.

3.4. The Service Provider has the right to limit the number of places available under a particular Tariff.

4. COST OF SERVICES AND PAYMENT PROCEDURE

4.1. Current prices (Tariffs) for the Services of the Service Provider are posted on the Website.

4.2. Payments shall be made by the Customer in a cashless form using the payment instruments indicated on the Website.

4.3. Payment for the Services of the Service Provider may be made by:

- paying the cost of the selected Tariff on the terms of full (100%) prepayment prior to the date of receiving access to the selected Service.

4.4. The Service Provider has the right not to provide the Service to the Customer if the Customer has not paid for the Service in accordance with the selected Tariff in the manner and within the time limits stipulated by this Agreement.

4.5. The Service Provider has the right to temporarily suspend the provision of the Services to the Customer in case the Customer violates the terms of this Agreement until such violation is remedied.

5. PROCEDURE FOR THE PROVISION OF SERVICES

5.1. The provision of the Service includes granting access to the Service Provider's materials and services, in particular to recordings of webinars, masterclasses, as well as access to a chat in the Telegram mobile application (or another messenger at the Service Provider's discretion) and on the Google Classroom platform, under the terms specified on the Website and in accordance with the selected Tariff.

5.2. The Customer agrees that an Account shall be created for them on the Platform in order to receive the Services.

5.3. The Service shall be deemed provided in full from the moment access to the materials and services on the Platform is granted.

5.4. If the Customer has not received access to the materials and services, they shall immediately notify the Service Provider at: school.tdh@gmail.com.

5.5. Access to the materials shall remain available for one month (30 days) after completion of the course.

5.6. If the Customer has not used the Service during the paid period in accordance with the terms of the Tariff, the amount paid by the Customer shall not be refunded and access shall not be extended.

5.7. If the Service is provided at a specific time and the Customer has not used it, the Customer shall not be entitled to demand renewed access to the Service or a refund.

5.8. Changing the Tariff after the start of the provision of the Services is not allowed.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Customer's rights:

- to receive the Services in accordance with the terms of the Agreement and the selected Tariff;
- to demand the provision of the Services in accordance with the terms of the Agreement and the course programme specified on the Website;
- to receive a certificate if it is provided for by the relevant Service.

6.2. Customer's obligations:

- to pay for the Services in a timely manner and in full;
- to comply with the terms of this Agreement;
- to use the Website and the Platform solely for the purposes stipulated by this Agreement and the Website, and in compliance with the requirements of the legislation of Ukraine in force;
- not to perform any actions that disrupt the normal operation of the Website and the Platform;
- not to use automated scripts to collect information;
- to use the materials exclusively for personal purposes without distributing them to third parties. The Customer is not entitled to make screen recordings, videos, etc. for distribution on the Internet and/or to provide access to third parties.

6.3. Rights of the Service Provider:

6.3.1. To reschedule the provision of the Services, notifying the Customer thereof in advance.

6.3.2. To engage third parties to provide the Services stipulated by this Agreement without the Customer's consent.

6.3.3. At its own discretion, to change the content and volume of the Services, notifying thereof on the Website.

6.3.4. In case of the Customer's breach of the terms of this Agreement, to suspend or terminate the provision of the Services.

6.4. Obligations of the Service Provider:

6.4.1. To provide the Services in accordance with the terms of this Agreement.

6.4.2. To ensure the technical capability for the Customer to access the Website and/or the Platform.

6.4.3. To keep records of the Services paid for and rendered.

7. LIABILITY OF THE PARTIES

7.1. In case of non-performance and/or improper performance of their obligations under this Agreement, the Parties shall be liable in accordance with the terms of this Agreement and the legislation of Ukraine in force.

7.2. The Service Provider shall not be liable for incomplete or improper provision of the Services in the event of circumstances beyond its control (force majeure), as well as for actions of third parties that affect the provision of the Services.

7.3. The Service Provider shall not be liable for the impossibility of access to the Website or the Platform caused by technical problems that have not arisen through the fault of the Service Provider.

7.4. The Customer is responsible for using or failing to use the information received during the provision of the Services.

7.5. The Service Provider shall not be liable for achieving any results related to the practical application of the information received in the course of the provision of the Service by the Service Provider under this Agreement.

7.6. The Service Provider has the right to terminate the provision of the Services stipulated by this Agreement to the Customer in case of violation by the Customer of the Service Provider's intellectual property rights, without refunding the amount paid by the Customer. This does not deprive the Service Provider of the right to claim full compensation for the damage caused by the violation of its rights and for lost profits.

7.7. The Customer has been warned that in the event of a violation of the Service Provider's intellectual property rights, the Customer shall be liable as provided for by the legislation of Ukraine in force, namely administrative, criminal and civil liability.

8. FORCE MAJEURE

8.1. The Parties shall be released from liability for non-performance or improper performance of their obligations under this Agreement in the event of circumstances beyond their control, such as natural disasters, wars, strikes, blockades, power outages, loss of internet connection, changes in legislation that make performance of the Agreement impossible, etc.

9. TERM OF THE AGREEMENT

9.1. This Agreement enters into force from the moment the Customer accepts the Public Offer and remains in force until the Parties have fully fulfilled their obligations.

9.2. The Customer has the right to refuse to receive the Service without giving reasons before the start of the provision of the Services (start of the course). In this case, the amounts paid by the Customer shall be refunded in full.

9.3. The Customer has the right, within 7 (seven) calendar days from the moment access to the course is granted, to refuse the Services of the Service Provider. In this case, the amounts paid by the Customer shall be refunded in full.

9.4. If the Customer refuses the Service of the Service Provider at any time after 8 (eight) calendar days from the moment access to the course is granted and/or after completion of its provision, the amounts paid by the Customer shall not be refunded.

9.5. This Agreement is brought to the attention of all Customers by posting (publishing) it on the Service Provider's Website.

9.6. The Service Provider independently determines the terms of the Agreement in compliance with the legislation of Ukraine in force.

9.7. The Service Provider has the right to unilaterally amend the terms of the Agreement by publishing the changes on the Website. Such changes shall take effect from the moment of their publication.

9.8. If the Customer does not agree with the amendments to the Agreement, such Customer has the right to terminate the Agreement within 7 (seven) calendar days from the date when they became aware or could have become aware of the amendments to the Agreement by sending or personally submitting a relevant written statement. Failure of the Customer to submit an application for termination of the Agreement within the specified period and/or continuation of the receipt of the Services shall indicate the Customer's consent to the amendments to the Agreement.

9.9. The Service Provider has the right to terminate this Agreement unilaterally by posting the relevant notice on its Website no later than 5 (five) calendar days before such termination.

9.10. In the event of termination of this Agreement in accordance with clause 9.9 of the Agreement, the Service Provider shall not be released from the obligation to provide the Services to all Customers who have already signed accession statements and made payment for the Services and mandatory payments before the relevant publication of the notice of termination of this Agreement.

10. CONFIDENTIALITY

10.1. The Service Provider undertakes not to disclose information about the Customer and information/materials of the course that became known in the course of performance of this Agreement, except in cases provided for by the legislation of Ukraine in force.

The Website collects personal information that the Customer voluntarily provides to the Website. The personal information collected by the Website depends on the context of the Customer's interaction with the Website. The personal information collected may include the following: full name, phone numbers, email addresses and other similar information, as well as payment details.

The Website collects certain information when the Customer visits, uses or navigates the Website. This information does not reveal the Customer's identity but may include device and usage information, operating system, language settings, referring URLs, device name,

country, location, information on how and when the Customer uses the Website, and other technical information required for internal analytics and reporting.

The information collected may include:

- log and usage data;
- device data;
- location data.

11. PERSONAL DATA

11.1. For the purposes of implementing this Agreement and providing the Customer with access to the Service, the Service Provider processes the Customer's personal data in accordance with this section of the Agreement.

11.2. The legal basis for the use of such data: legitimate interests, the Customer's consent, which is deemed to be granted unconditionally when leaving and/or providing personal information when using the Website.

11.3. The Service Provider strictly complies with the requirements of the legislation of Ukraine on personal data protection. The Service Provider guarantees that the collected personal information is necessary and sufficient to achieve the purposes of collection and processing as set out in this Agreement.

11.4. The Service Provider collects and processes personal information in order to pursue its legitimate interests and/or for the following purposes:

11.4.1. providing the Customer with access to the Service and providing information support to the Customer;

11.4.2. improving the quality of the Website and the convenience of its use;

11.4.3. communicating with the Customer, including sending messages, requests and information related to the use of the Website, provision of the Service and processing the Customer's requests.

11.5. The Customer agrees that, in the course of processing personal data, the Service Provider has the right to perform the following actions with personal data: collection, systematisation, accumulation, storage, use, transfer to third parties (including outside Ukraine), destruction and other necessary actions for the purposes of performing this Agreement and using the Website. The Customer's personal information is collected by the Service Provider automatically when using the Website and when provided through the completion of forms.

11.6. The Customer's personal data and information shall be stored exclusively on electronic media and processed using automated systems.

11.7. The Customer has the right to send a request to the Service Provider for information on the conditions for granting access to their personal data, in particular information about third parties to whom their personal data are transferred.

11.8. The Service Provider takes reasonable and sufficient measures to protect the Customer's personal information from accidental loss or destruction, from unlawful processing, including unlawful destruction or access to personal data.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Customer acknowledges and agrees that any content, data, programmes, videos and software available on the Website (hereinafter – the “Website Content”) belong to the Service Provider and/or the Service Provider's partners and are protected by applicable laws on copyright, trademarks, patents and trade secrets, as well as international treaties. The Customer agrees not to copy, reproduce, transfer, modify, translate, publish, broadcast, use, display, sell or distribute the Course Content. The Customer has no right to remove or alter any copyright notices or other notices placed on any material of the Platform. The Customer has no right to appropriate, distribute, sell or adapt any Course Content or use the Course Content for commercial purposes.

13. DISPUTE RESOLUTION

13.1. All disputes arising out of or in connection with this Agreement shall be resolved through negotiations between the Parties.

13.2. If a dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the legislation of Ukraine in force.

14. FINAL PROVISIONS

14.1. This Agreement is a public adhesion contract in accordance with Article 633 of the Civil Code of Ukraine.

14.2. All annexes and amendments to this Agreement shall constitute an integral part hereof and shall be legally binding if published on the Website.

14.3. The Service Provider may amend the terms of this Agreement without prior approval of the Customer by posting the amendments on the Website.

14.4. The Customer confirms that, prior to accepting the Public Offer, they have read all the terms of this Agreement, understand them and agree to them.

14.5. The Service Provider enables the Customer to request consultations on issues related to the provision of the Services by email: school.tdh@gmail.com.

DETAILS OF THE SERVICE PROVIDER:

1) Sole Proprietor Malitska Valeriia Volodymyrivna

Address: 57 Bilopilska St., apt. 2, Berdychiv, Berdychiv district, Zhytomyr region, Ukraine

Tax ID code (EDRPOU): 3498902016

2) Sole Proprietor Tyshchuk Olha Ivanivna

Address: 18A Mykhaila Velychka St., apt. 401, Bilohorodka village, Bucha district, Kyiv region, Ukraine

Tax ID code (EDRPOU): 3167110627

The details of the specific Service Provider shall be indicated in the receipt, invoice (payment receipt) of the payment system or the issued invoice, depending on the method of payment.