

## **Public Offer Agreement**

I, Mariia Volodymyrivna Manko, an individual entrepreneur (hereinafter, the “**Provider**”), registered and acting in accordance with the laws of Ukraine, guided by Article 634 of the Civil Code of Ukraine, offer individuals and legal entities (hereinafter, the “**Customer**”; for legal entities, the Customer is an individual whose details shall be specified during the registration) to accede to this Services Agreement (hereinafter, the “**Agreement**” or “**Public Offer**”) on the terms and conditions set forth below.

Please, read this Public Offer carefully and if you do not agree with the terms of providing the services under this Agreement, do not complete the registration and/or do not place an order and/or do not pay for it, and then your use of the website will only be limited to reading the information presented on it.

### **1. General Provisions of the Agreement**

- 1.1. This Agreement is not a public contract within the meaning of Art. 633 of the Civil Code of Ukraine, because the Provider reserves the right to refuse to enter into the Agreement with the Customer if the Customer is not ready to accept the terms and conditions of this Agreement.
- 1.2. Please read the terms and conditions of this Agreement carefully and note that any of the following actions:
  - registration on the Provider's website and/or
  - order confirmation and/or
  - putting a tick against the field “I accept the terms of the public offer” and/or
  - paying an invoice or using an online payment tool to pay for the order,performed together and/or each individually, shall confirm your unambiguous, informed and unconditional agreement to the terms and conditions of this Agreement, constitute accession hereto and conclusion of the transaction in accordance with the rules of the Law of Ukraine “On Electronic Commerce.”

### **2. Definitions**

- 2.1. **Agreement** or **Public Offer** shall mean an offer to accede to the Agreement, which is posted on the website <https://marusyamanko.com>.
- 2.2. **Parties** shall collectively mean the Customer and the Provider.
- 2.3. **Order** shall mean the Customer's duly executed request on the Provider's website for obtaining the services, which is addressed to the Provider.
- 2.4. **Website** shall mean the Provider's website at: <https://marusyamanko.com>.
- 2.5. **Services** shall mean information and consulting services for making confectionery products, posted on the Provider's website.
- 2.6. **Customer** shall mean any legally capable individual, legal entity, individual entrepreneur who has visited the Website and acceded to this Agreement.

- 2.7. **Provider** shall mean a business entity, an individual entrepreneur who provides the services of making confectionery products.
- 2.8. **Recipe** shall mean an information service expressed in the form of an author's instruction, which is developed by the Provider for making a confectionery product and which contains information about the necessary products, their proportions, methods and techniques of their combination and processing, etc., required for making the confectionery product.
- 2.9. **Master Class** shall mean a set of information and consulting services which the Provider usually provides in the format of a live lesson(s) in the Provider's studio for a limited number of persons to show and demonstrate the making of confectionery products.
- 2.10. **Online Course or Course** shall mean a set of information and consulting services which the Provider generally provides online for an unlimited number of persons to convey to the Customer information about making confectionery products and the possibility of acquiring certain skills for making confectionery products.

### **3. Subject Matter of the Agreement**

- 2.1. The Provider undertakes to provide the Customer with the Services on the terms and according to the procedure established by this Agreement, and the Customer undertakes to accept and pay for the ordered Services on the terms and according to the procedure established by this Agreement.
- 2.2. The Provider shall post in the relevant sections of the Website complete and accurate information about:
  - 3.2.1. the scope of the available Services;
  - 3.2.2. the current cost of the Services and the availability of discounts, promotional offers, etc;
  - 3.2.3. the method of providing the Services.
- 2.3. The Customer shall choose any Service or several Services at his/her/its discretion from the list of Services available on the Provider's Website.
- 2.4. Methods of the Services provision by the Provider:
  - 2.4.1. remotely, by providing appropriate material to the Customer's personal email address;
  - 2.4.2. remotely, by providing an appropriate link to the web-page address on the Internet;
  - 2.4.3. at the physical address, which shall be communicated by the Provider;
  - 2.4.4. in any other manner determined by the Provider.

### **4. Rights and Obligations of the Provider**

- 3.1. The Provider shall:
  - 3.1.1. comply with the terms and conditions of this Agreement;
  - 3.1.2. provide the Customer with the Services of proper quality;

- 3.1.3. inform the Customer about the Services and the terms of their provision on the Website.
- 3.2. The Provider shall be entitled to:
  - 3.2.1. at her own discretion, engage third parties to provide the Services under this Agreement;
  - 3.2.2. unilaterally refuse to provide the Services under this Agreement in the event of breach of the terms and conditions hereof by the Customer and/or in the event of force-majeure circumstances defined herein. If the Provider has refused to provide the Services in the event of force-majeure circumstances, the Provider may continue to provide the ordered Services upon cessation of such force-majeure circumstances;
  - 3.2.3. unilaterally change the dates of the Master Classes and/or Courses, but not later than five (5) calendar days before the scheduled date of the Master Classes and/or Courses. In this case, the Provider shall notify the Customer of such changes in writing;
  - 3.2.4. deprive the Customer of the right to be present at the Master Class and/or Course if the Customer fails to comply with the terms and conditions of this Agreement, the public order regulations, or if the Customer with his/her/its behavior prevents the Provider from conducting the Master Class or Course;
  - 3.2.5. other rights in accordance with the laws of Ukraine and the terms and conditions of this Agreement.

## **5. Rights and Obligations of the Customer**

- 4.1. The Customer shall:
  - 4.1.1. make payments for the Services in full;
  - 4.1.2. furnish to the Provider complete and accurate information about the person registered on the Website;
  - 4.1.3. avoid copying in any way, distributing and using (or reproducing in any way) materials contained on the Website and/or transferred by the Provider to the Customer for the purposes of this Agreement, publicly on the Internet and/or in any other way;
  - 4.1.4. avoid posting on the Internet any materials contained on the Website and/or transferred by the Provider to the Customer for the purposes of this Agreement which infringe the copyright of the Provider;
  - 4.1.5. avoid using any materials contained on the Website and/or transferred by the Provider to the Customer for the purposes of this Agreement for his/her/its personal commercial purposes.
- 4.2. The Customer shall be entitled to:
  - 4.2.1. get acquainted with the full list of the Services and terms of their provision on the Provider's Website;

- 4.2.2. if there are any questions, consult the Provider by phone, by email or in any other convenient way to clarify any terms of providing the Services, the payment procedure, etc.;
- 4.2.3. demand that the Provider provide the Services in accordance with the terms and conditions of this Agreement;
- 4.2.4. other rights in accordance with the laws of Ukraine and the terms and conditions of this Agreement.

## **6. Procedure and Terms of Receipt of the Services by the Customer**

- 5.1. The Customer shall choose at his/her/its own discretion the Service posted on the Provider's Website by clicking the "Buy" button. The Customer shall have the right to simultaneously select and pay for the Orders in an unlimited quantity.
- 5.2. In the "Proceed to checkout" window, the Customer shall enter the information necessary for placing the Order, in particular, full name, phone number, email address, password, and make his/her/its payment by Visa or MasterCard. The Customer shall be responsible for the erroneous placement of the Order.
- 5.3. Payment for the Service shall be made by the Customer at the current value in effect on the date of the actual payment.
- 5.4. After the Customer has paid for the Order, the Customer shall receive a confirmation to the email address specified by the Customer about the successful payment and an email with a link to the ordered Services.

## **7. Services Received by the Customer**

- 6.1. When ordering a Recipe, the Customer shall receive:
  - 6.1.1. a link to the address of the web page on the Internet where the Recipe is located with the possibility of downloading it and
  - 6.1.2. an attachment that contains the Recipe in pdf format.
- 6.2. When ordering a Master Class and a Course, the Customer shall receive:
  - 6.2.1. a link to the address of the web page on the Internet, where video lessons are posted on making confectionery products in theory and/or practice (depending on the Master Class and Course) with the possibility of viewing them;
  - 6.2.2. access to a closed group in Telegram or Instagram, where video lessons are posted and communication with the Provider is carried out;
  - 6.2.3. an attachment containing a collection of recipes in pdf format;
  - 6.2.4. a certificate of completion of the Master Class or Course after the performance of all the theoretical and/or practical tasks provided for by the Master Class or Course and their approval by the Provider.
- 6.3. The Provider may, at her own discretion, change the results of the Services, the cost and detailed description of which shall be published by the Provider on the Website in advance.

## **8. Agreement Price, Payment Procedure and Refunds**

- 7.1. The price of each particular Service shall be determined by the Provider and specified on the Website. The price of the Agreement (Order price) shall be determined by adding the prices of all the Services chosen by the Customer.
- 7.2. The Customer shall pay for the Provider's Services under this Agreement in the national currency of Ukraine, i.e. hryvnia. The cost of the Services for foreign Customers may be expressed in a foreign currency.
- 7.3. The Provider shall not compensate to the Customer any funds charged by the Customer's bank and/or payment service used by the Customer to pay for the Services, commission fees for the transfer of funds to the Provider's account and any other services related to the transfer of funds.
- 7.4. Payment for the Services shall be made by transfer of funds with the help of payment instruments specified on the Provider's Website. Payment for the Services may be made in a different way as separately agreed with the Provider.
- 7.5. The moment of payment for the Services shall be the time of crediting funds to the Provider's account.
- 7.6. The Customer shall pay for the Provider's Services on a full prepayment basis.
- 7.7. Money paid by the Customer for the Services shall not be refundable for any reasons other than those provided for in this Agreement.
- 7.8. Money may only be refunded to the Customer when the Customer has mistakenly ordered the Services that were already provided by the Provider to the Customer in a previous Order. In this case, the Customer shall furnish to the Provider any relevant information confirming that such Services have already been provided to the Customer.

## **9. Procedure for Delivery and Acceptance of Provided Services**

- 8.1. If the Customer is an individual, no written Services delivery and acceptance certificate shall be required, and in this case, if there are no complaints from the Customer about the scope and quality of the Services, the Services rendered by the Provider are considered to be accepted by the Customer in full and of proper quality. If there are any complaints about the quality and/or scope of the Services, the Customer shall send his/her/its complaints to the Provider in writing within two business days from the date of the actual completion of the Services by the Provider. Complaints sent by the Customer after this deadline shall not be accepted or considered by the Provider.
- 8.2. The fact that the Customer, who is a legal entity, has received the Services shall be confirmed by the Services Delivery and Acceptance Certificate (hereinafter, the "Certificate"), which shall be signed by the Provider and the Customer. The Provider shall duly provide (personally deliver or send by mail) to the Customer the signed invoice and the signed Certificate in two copies within fourteen days from the date of the actual provision of the Services. The Customer shall, within three business days from the date of receipt of the Certificate, sign it and return (personally deliver or send by mail) the second copy of the Certificate, and in the event of refusal to sign the

Certificate – provide his/her/its written objections within the same period. If, within five business days from the date of sending the Certificate to the Customer, the Customer has not duly returned the signed second copy of the Certificate or has not provided his/her/its written objections to the signing of the Certificate, the Services shall be deemed to have been provided in proper quality and in full, and the Customer shall be deemed to have no complaints about the Services provided.

## **10. Liability and Resolution of Disputes**

- 9.1. For a failure to perform or to properly perform their obligations under this Agreement, the Customer and the Provider shall be held liable in accordance with the laws of Ukraine.
- 9.2. The Provider shall not be responsible for the effectiveness of the Customer's application of knowledge and skills as a result of the received Services. Responsibility for the use of knowledge and skills shall lie entirely with the Customer.
- 9.3. Any and all disputes arising out of or in connection with this Agreement shall be resolved through negotiations.
- 9.4. If a dispute cannot be resolved through negotiations, it shall be resolved judicially in accordance with the laws of Ukraine.
- 9.5. If the Customer fails to meet the requirements set forth in this Agreement, the Provider shall have the right to demand that the Customer pay a fine in the amount of the value of ten (10) Orders made by the Customer.
- 9.6. Violations can be recorded by the Provider in the form of screenshots from the screens, software or in any other reasonable manner.
- 9.7. According to the terms and conditions of this Agreement, the aggregate amount of the Provider's liability hereunder may not exceed 10% of the cost of the Services paid by the Customer.

## **11. Intellectual Property Rights on the Website**

- 10.1. The intellectual property rights to the Website, to the materials posted on the Site, the materials delivered by the Provider to the Customer for the purposes of this Agreement, including, but not limited to, the text, images, videos, logos, etc., shall belong to the Provider and shall be protected by copyright.
- 10.2. The Provider shall not transfer to the Customer any intellectual property rights to the materials posted on the Website and/or delivered by the Provider to the Customer for the purposes of this Agreement and shall not permit their use for the purposes other than those stated herein.
- 10.3. The materials posted on the Website and/or delivered by the Provider to the Customer for the purposes of this Agreement shall be delivered by the Provider solely for the Customer's personal noncommercial use without the right to reproduce (including copying) and without the right to distribute the materials.
- 10.4. The Parties have unconditionally agreed that any intellectual property rights, including exclusive proprietary intellectual property rights (the exclusive right to use,

the exclusive right to allow use, the right to prevent unauthorized use, including to prohibit such use, etc.) to any materials (text, audio, video, graphic and any other materials), access to which was obtained by the Customer in connection with receipt of the Services under this Agreement, shall belong to the Provider in full throughout the term of the intellectual property rights.

- 10.5. The Customer is prohibited from copying, reproducing, distributing or otherwise using for commercial or noncommercial purposes the information and materials delivered by the Provider under this Agreement, creating information products from them and using such information in any other way, in particular for profit, except for personal noncommercial use.
- 10.6. The Services shall be provided for the Customer's personal noncommercial use. It is forbidden to transfer materials posted on the Website and/or results of the Services to any third parties for their joint use without the Provider's special permission for that.
- 10.7. Materials posted on the Website and/or materials delivered by the Provider to the Customer for the purposes of this Agreement may be used by the Customer for commercial purposes upon prior written consent of the Provider. In this case, the Customer and the Provider shall separately agree on the terms of use of the Provider's intellectual property rights by the Customer.
- 10.8. The Customer understands and realizes that video recording and/or audio recording, etc. may be carried out in the course of receipt of the Services. By entering into the Agreement, the Customer gives permission to the Provider to carry out such recording and use its results in any form and by any means without the consent of the Customer, including in all projects and/or events organized and/or held by the Provider, as advertising material, transfer the same to third parties, etc.

## **12. Force Majeure**

- 11.1. The Parties shall be released from liability for non-performance or improper performance of the obligations under this Agreement if they have arisen as a result of force-majeure circumstances.
- 11.2. In this Agreement, force-majeure circumstances shall mean any circumstances arising beyond the will or against the will or desire of the Parties and which cannot be foreseen or avoided, including: hostilities and all consequences that make it impossible to fulfill the terms and conditions of this Agreement, civil unrest, epidemics, blockade, earthquakes, fires, as well as other acts or events that exist beyond the will of the Parties.
- 11.3. If force-majeure circumstances last for more than three consecutive months, then each of the Parties shall be entitled to refuse to further perform their obligations under this Agreement, in which case neither Party shall have the right to be indemnified by the other Party for any possible damage.

## **13. Miscellaneous**

- 12.1. Each Party guarantees to the other Party that he/she/it has the necessary legal capacity, rights and powers necessary and sufficient for the performance of this Agreement in accordance with its terms and conditions.
- 12.2. The information provided by the Customer is confidential and shall only be used by the Provider for the purposes of execution of his/her/its Order.
- 12.3. By acceding to this Agreement the Customer voluntarily consents to the collection and processing of his/her/its own personal data for the purpose of provision of the Services under this Agreement, including for the transmission of advertising and special offers, information about promotions or any other information about the Provider's activities by telecommunications with the prior consent of the Customer.
- 12.4. The Provider shall not be responsible for the content and reliability of the information provided by the Customer when placing the Order.
- 12.5. The Parties undertake to keep confidential any information received as a result of performance of this Agreement, except to the extent that it is authorized in writing by one of the Parties or required by governmental authorities in accordance with the laws of Ukraine. The Parties shall be liable for disclosure of confidential information in accordance with the laws of Ukraine.
- 12.6. The Agreement is public and unlimited in time, and shall remain in effect until terminated by the Parties in the manner prescribed by this Agreement or by the laws of Ukraine, but in any event until it is fulfilled by the Parties.
- 12.7. The Provider shall independently determine the terms and conditions of this Agreement taking into account the requirements of Ukrainian legislation and shall have the right to change and/or add any terms and conditions hereof. Moreover, the Provider guarantees that this version of the Agreement, which is posted on the Website, is valid.
- 12.8. The Parties confirm that this Agreement is not a sham or imaginary transaction. The Customer, by acceding to this Agreement, confirms that he/she/it has read and agrees to its terms and conditions.
- 12.9. Unless otherwise stipulated by this Agreement, the usual contractual terms and conditions established by the laws of Ukraine shall apply.

#### **14. Details of the Provider**

**Individual Entrepreneur Mariia Volodymyrivna Manko**

Address: 03143, Kyiv, 21-A Metrolohichna Str.,

ITN 3296920323

Settlement account No. 383220010000026004320064352

Contact numbers: +380 (50) 913 57 74, +380 (66) 193 25 63

Email: marusyamanko.school@gmail.com

She is a taxpayer of group 3 at a rate of 5% (during the martial law period, the rate shall be 2%).

**This version is valid as of \_\_\_\_\_, 2023**



**M.V. Manko**