

## Public Offer Agreement

This document is an official offer from **EXPORTERS CLUB LLC**, represented by the Director Lytvynova Ievgeniia Vasylivna, acting on the basis of the Charter, hereinafter called the “**Service provider**” to enter into services rendering agreement (hereinafter the “**Agreement**”) under the terms and conditions stipulated below with anyone accepting this offer (hereinafter the “**Customer**”), with Service provider and Customer jointly referred to as the “**Parties**”.

This Agreement is a public contract within the meaning of an Article 633 of the Civil Code of Ukraine (hereinafter the “**CC**”) and a contract of adhesion within the meaning of conditions stipulated by p. 1 of art. 634 of CC.

The text of this Agreement published on the page - **import.people2people.com.ua** (website) is a public offer for entering into the Agreement on terms and conditions stipulated within. According to art. 642 of CC of Ukraine, this Agreement shall be deemed to come into force from the moment of accepting of the offer for entering into the Agreement by the Customer (the acceptance).

This Agreement shall be deemed to be a contract of adhesion within the meaning of p. 1 art. 634 of CC of Ukraine, which conditions are stipulated by one of the parties in the official forms or other standard forms, that can be signed only by mean of adhesion of the other party to the offered agreement as a whole. The other party shall not have the right to suggest its own conditions of the Agreement.

### 1. TERMS AND DEFINITIONS USED IN THIS AGREEMENT

1.1. **Customer** - a private individual or legal entity that accepts the conditions of the offer in full and without exceptions (conducting the acceptance of the offer).

1.2. **Service provider** - EXPORTERS CLUB LLC.

1.3. **Website** - web resource owned by the Service provider that has the Internet address - **import.people2people.com.ua**.

1.4. **Order** - a procedure during which the Customer fills out certain forms on the Website (its technical platforms) and provides necessary information about himself (personal data) to the Service provider, which leads to creation of his order.

1.5. **Acceptance** - a full and irreversible acceptance of Agreement conditions by fulfillment of actions stipulated in this Agreement.

1.6. **Services** - club cards, catalogs, participation in target events, as well as other services that may be ordered by the Customer on the Website.

This Agreement may use terms not mentioned above. In such case, interpretation of the term shall be regulated by the text of this Agreement. In case of absence of a definitive interpretation of a term in the text of the Agreement, parties shall rely upon the interpretation of the term that is common in the business conduct for such kind of services.

### 2. SUBJECT OF AGREEMENT

2.1. Subject of this Agreement is the provision of Services to the Customer both on paid and free-of-charge basis in accordance with the selected Service and placed Order on the Website.

2.2. The acceptance of terms and conditions of this Agreement is the fact of Customer’s use of the Website, its any services, functions, and shall commence from the first moment of such use, specifically Customer’s transition to Website with the help of a web browser or any other programs and/or technical tools that provide a possibility to display the content of Website web pages as well as to pay for the Service provider’s Services.

2.3. The acceptance of terms and conditions of this Agreement shall mean Customer’s unconditional consent with all conditions of this Agreement and unconditional acceptance of its conditions relating to the fulfillment of obligations imposed to Customer by this Agreement, while Customer’s unawareness of such obligations shall not release him from the liability for non-compliance and/or improper compliance with its conditions.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Service provider shall have the right to:

- 3.1.1. At his own discretion, change the list of Services, as well as any information published on the Website, any related elements and integral parts.
- 3.1.2. At his own discretion, define and change the cost (price) of Services.
- 3.1.3. At any time and for any reason, without explanation, with advance notification or without it (at the discretion of Service provider), limit or cease Customer's access to all or any Website sections.
- 3.1.4. Impose any limitations for Website use, at any time change and amend this Agreement unilaterally, without obtaining Customer's consent.
- 3.1.5. Carry out email blasts containing organizational, technical and other information about the Services.
- 3.1.6. Impose age limitations on provided Services and Customer's access to information published on the Website.
- 3.1.7. Publish information in Ukrainian, English and Russian languages on the Website, as well as any other languages at the discretion of Service provider, without additional notification of the Customer.
- 3.1.8. Without notification of the Customer, amend, update, change and delete any Services published on the Website.
- 3.1.9. At his own discretion, update the content, functional capabilities and Website interface designed for the user.
- 3.1.10. Demand the fulfillment of the requirements of this Agreement from the Customer.
- 3.1.11. Seek for services of the third parties for accepting payments for services.

3.2. Service provider shall be obliged to:

- 3.2.1. Provide the Customer with Services in the amount paid for by the Customer.
- 3.2.2. At Customer's request, provide him an agreement for rendering services in the written form.
- 3.2.3. Not use Customer's personal data acquired during the registration on the Website with any ulterior motives and shall guarantee nondisclosure of such data. Disclosure of Customer's information (personal data) by the Service provider at the request of the state controlling authorities shall not be considered as a violation, in cases when the disclosure of such information is the Service provider's obligation by force of the Ukrainian law or for the sake of proper rendering of services.
- 3.2.4. At Customer's written request, return funds transferred for the Services rendered if the Services have not been rendered due to Service provider's fault within 30 (thirty) calendar days from the date when such Services should have been rendered.
- 3.2.5. Not publish on the website:
  - Customer's personal data without his personal consent for such actions;
  - files that contain or may contain viruses and other malware;
  - any information violating the Customer's or copyrightors' exclusive rights for the results of the intellectual property.
- 3.2.6. To the extent possible, inform (warn) Customer about the additional conditions and future changes in the procedure of rendering Services, by publishing the corresponding information on the Website and/or via email.

3.3. Customer shall have the right to:

- 3.3.1. Obtain Services in the amount and within the time limits specified on the Website and stipulated by terms of this Agreement.
- 3.3.2. On a unilateral basis, refuse from fulfillment of this Agreement. Such refusal shall not oblige the Service provider to return funds paid for rendering of Services.
- 3.3.3. Demand the return of funds from the Service provider that have been transferred for Services, in case Services have not been rendered due to the fault of the Service provider within 30 (thirty) calendar days from the date when such Services should have been rendered.

3.4. Customer shall be obliged to:

- 3.4.1. Fulfill and not to violate the conditions of this Agreement.
- 3.4.2. Not perform the following actions:

- use information and knowledge obtained from the Service provider, including (without limitation) with the aim of creating the similar and/or competitive product or service;
  - allow spreading of false, untruthful information that harms the honor, dignity, business reputation of the Service provider;
  - conduct other actions not provided for by this Agreement that have elements of criminal or administrative offence, or violate rights and legal interests of the Service provider and/or third parties.
- 3.4.3. When placing Order, provide precise, current and full information about himself (Personal data) that is requested by the registration forms on the Website (its technical partners).
- 3.4.4. Occasionally update personal data and other information provided during placement of the Order to ensure its accuracy, relevance and completeness.
- 3.4.5. Use Services rendered exclusively for the lawful aims that don't contradict with the norms of the acting legislation of Ukraine.
- 3.4.6. Not attempt to deactivate or otherwise interfere with any technical means of Website protection or results of the intellectual activity located therewith that prevent or limit usage or copying of any information or results of the intellectual activity located on the Website.
- 3.4.7. Refrain from complaints and demands to the Service provider related to the availability of certain information translated and voiced in a different language.
- 3.4.8. Customer shall fulfill other obligations stipulated by this Agreement.

#### 4. PAYMENT PROCEDURE

- 4.1. Customer makes payment for the selected Service by conducting 100% (one hundred percent) pre-payment using one of the methods specified on the Website.
- 4.2. The moment of crediting of funds to the current account of Service provider (or intermediate party accepting payments) or the moment of receiving of funds by Service provider from the Customer in another previously discussed manner shall be considered as the moment of payment.
- 4.3. All payments hereunder shall be conducted in the national currency of Ukraine - hryvnia (UAH).
- 4.4. Return of funds for pre-paid Services after the transfer of funds is not available.
- 4.5. Service provider shall not be responsible for the procedure of transfer / crediting of funds.
- 4.6. Expenses including the fee for transferring of funds by the Customer under this Agreement shall be paid by the Customer.
- 4.7. Services are rendered to Customer only after the payment and when the Service provider receives a corresponding confirmation of the payment fact. If not provided otherwise by this Agreement, Customer shall select a necessary Service and payment method, place an Order on the Website, make payment according to following instructions specified on the Website.

#### 5. LIABILITIES OF THE PARTIES AND DISPUTES RESOLUTION

- 5.1. Parties shall be liable for the non-fulfillment and / or improper fulfillment of the conditions of this Agreement, in accordance with this Agreement and the acting legislation of Ukraine.
- 5.2. Customer admits that violation of the conditions of this Agreement may lead to its termination by the Service provider unilaterally with further ceasing of rendering services.
- 5.3. Customer shall bear full responsibility for the unlawful access and unauthorized tampering into the Website operation according to the acting legislation of Ukraine.
- 5.4. Service provider shall bear no responsibility for the non-conformity of Services with Customer's expectations and his subjective judgement.
- 5.5. Service provider shall bear no responsibility:
- for actions of other Customers on the Website;
  - for failures that occur in telecommunications and / or power networks, acts of malware, as well as the unfair acts of the third parties;
  - for the damage / loss of expected profit inflicted on the Customer or third parties as a result of usage or inability to use a certain service;
  - for any damage of software and / or hardware of the Customer that occurred as a result of using a Website;
  - for actions/inactivity of third-parties that lead to the inability of rendering Services herein by the Service provider.

5.6. In case disputes and discrepancies hereunder arise between the Parties, the Parties shall exert all efforts aiming to reach agreement about the matter of argument by negotiations.

5.7. The Parties agree that according to article 112 of CC of Ukraine, all disputes that arise from the relations regulated by this Agreement shall be resolved in the competent court located at the address of the Service provider with mandatory pre-action procedures of dispute resolution.

5.8. For all other matters not stipulated by this Agreement, the Parties shall be governed by the acting legislation of Ukraine.

5.9. If for certain reasons any of the conditions of this Agreement shall be non-valid or having no legal force, it shall not influence the validity or applicability of other conditions hereof.

## 6. AGREEMENT VALIDITY PERIOD

6.1. This Agreement is concluded for the indefinite period and shall apply to Customers that are using the Website before and after the date of its publishing on the Website.

6.2. Termination of this Agreement initiated by the Service provider is possible in the following cases:

6.2.1. Violation of the provisions hereof, inflicting any damage to the Service provider, including his reputation, or to other Customers.

6.2.2. Conducting other actions that contradict with the acting legislation of Ukraine.

6.2.3. In other cases stipulated by this Agreement.

## 7. FORCE MAJEURE CIRCUMSTANCES

7.1. The Parties shall not be responsible for full or partial non-fulfillment of their obligations under this Agreement if such non-fulfillment has resulted from the force majeure circumstances, i.e. extraordinary and inevitable circumstances for such situation.

7.2. Force majeure circumstances include in particular: natural calamities, acts of war, nationwide crisis, industry or regional strikes, actions and decisions of government authorities, failures that occur in telecommunications and power networks, acts of malware, as well as unfair actions of third parties that revealed as actions aimed at unsanctioned access and / or inactivation of software and / or hardware of each of the Parties.

## 8. DATA PRIVACY

8.1. Service provider collects and processes Customer's personal data with the aims of: rendering services/works to the Customer in a proper way, fulfillment of its obligations herein.

8.2. When placing an Order for Services, Customer provides his consent for collection and processing of personal data by the Service Provider (or the party providing technical support in accepting payments) in the amount necessary for placing an Order (including the collection, systematization, accumulation, storing, elaboration, using etc.), as well as for the transfer of personal data to third parties – only in cases when it's necessary for ensuring the legal rights of the Customer, as well as in cases stipulated by the acting legislation of Ukraine.

8.3. Personal data of Customers shall be processed by the Service provider in accordance with the acting legislation and the Law of Ukraine "On protection of personal data".

8.4. Service provider shall ensure the confidentiality of personal data provided by the Customer and prevent the attempts of unauthorized usage of personal data.

8.5. Introduction of these terms about privacy and protection of personal data to the Customer shall mean the unconditional consent for the processing of personal data provided by the Customer during placement of the Order.

## 9. REQUISITE DETAILS OF THE SERVICE PROVIDER

EXPORTERS CLUB LLC

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