

## PUBLIC OFFER AGREEMENT

This Public Offer Agreement, in which one party is TJ Helpers Ukraine Limited Liability Company, legal entity identification code - 44713582 (hereinafter referred to as the "Contractor"), on the one hand, and any person who has accepted (accepted) this Public Offer Agreement (hereinafter referred to as the "User"), on the other hand,

hereinafter collectively referred to as the "Parties", and each individually as a "Party", have entered into a Public Offer Agreement (hereinafter referred to as the "Agreement") addressed to an unlimited number of persons, which is an official public offer (hereinafter referred to as the "Offer") of the Contractor to conclude a Public Offer Agreement with any User on the terms and conditions specified in the Agreement.

### 1. DEFINITION OF CONCEPTS

- 1.1. **The website is** <https://tjhelpers.com>.
- 1.2. **A Teacher** is a person who conducts the Classes with the User and has the appropriate qualifications and skills necessary to perform their duties. The Teacher may be a person who is an employee or contractor of the Contractor, including a person engaged in entrepreneurial activity in the form of an individual entrepreneur.
- 1.3. **A Lesson is a** part of the Course, which is an online learning process between the Teacher and the User, during which the Teacher transfers knowledge, controls and corrects the knowledge (if provided for by the Course Program) of the User using various Learning Materials. The topic and duration of the Class is determined by the Course Program.
- 1.4. **Application means an** application of the established form filled in by the User upon acceptance of the Offer, which indicates the User's full name, contact details and bank details, other personal data of the User, the selected Course, etc. The Application shall be published by the Contractor and filled in by the User on the Website, the Contractor's Platform, on the Contractor's page on social networks (Facebook, Instagram, LinkedIn, etc.). Filling out the Application in one online service is sufficient.
- 1.5. **Course means** a set of Classes, Learning Materials and educational tasks on a specific topic, including work with the Teacher, independent study of the Learning Materials, testing, etc. and within the framework of which the Services are provided.
- 1.6. **Training material** means a presentation, interactive material, video, special software, homework, etc. posted on the Contractor's Platform.
- 1.7. **The Contractor's Platform is a** set of training materials advertised on the Internet, hosted and administered by the Contractor using a specialized software environment for online courses on the website <https://tjhelpers.com>. The Contractor may, at its sole discretion, change the Contractor's Platform (specialized software) to another specialized software environment, and the User shall independently familiarize themselves with the functionality and rules of the Contractor's Platform.
- 1.8. **Services** - information and consulting services provided in the form of Classes, access to Training Materials and auxiliary actions in accordance with the Course Program and/or the terms of the Agreement, the purpose of which is to acquire special knowledge by the User, improve the User's knowledge and skills in the field of IT, or other information and consulting services selected by the User on the Website.
- 1.9. **Course Program** - a planned sequence of Classes within the Course with a clear time schedule.

### 2. OFFER ACCEPTANCE

- 2.1. By accepting the Offer, the User confirms that he/she has fully familiarized himself/herself with the list of Services and their cost posted on the Website.
- 2.2. The Offer shall be deemed accepted and accepted by the User if the User has filled out the form for sending an application for ordering the Services on the Website.
- 2.3. When filling out the application, the User is obliged to specify one Course that he/she wants to take. The Offer cannot be accepted without specifying a particular Course. The Offer is considered accepted and the Agreement is valid only in respect of one Course selected by the User when filling out the Application Form.
- 2.4. By accepting the Offer, the User is obliged to confirm by checking the appropriate checkboxes that he/she has read and agreed to the terms and conditions of the Offer:
  - 2.4.1. Public offer agreement.
  - 2.4.2. Processing of his/her personal data.
  - 2.4.3. Other provisions (if any).
- 2.5. By accepting the Offer, the User automatically agrees to receive SMS with content (including advertising) related to the Services/Courses/Training Materials, as well as links to telegram groups, links to teachers' contacts, and links to other messengers.
- 2.6. Upon acceptance of the Offer by the User, the Agreement shall be deemed concluded in accordance with Art. 642 of the Civil Code of Ukraine.
- 2.7. By accepting the Offer, the User confirms that he/she is an adult with unlimited legal capacity and/or has the authority to accept the Offer on behalf of and in the interests of a third party.

- 2.8. Prior to acceptance of the Offer by the User, the Contractor shall have the right to amend the Agreement and/or withdraw it at its sole discretion. In case of amendments to the Agreement by the Contractor, such amendments shall enter into force from the moment the amended text of the Agreement is posted on the Website, unless another effective date is specified directly in the Agreement itself.
- 2.9. In case of disagreement with the terms of this Agreement in whole or in part, the conclusion of the Agreement (acceptance of the Offer) is not possible.
- 2.10. Upon confirmation of the acceptance of the Offer, the User receives a corresponding notification by means of communication.

### **3. SUBJECT MATTER OF THE CONTRACT**

- 3.1. The Contractor shall provide the User with the Services, and the User shall accept **the** Services on the terms and conditions specified in the Agreement.
- 3.2. A detailed description of the Services is available on the Website in the section on the relevant Course.

### **4. COST OF SERVICES**

- 4.1. The services selected on the Website under this Agreement are provided on a paid basis. Details are provided directly during negotiations with the Client.

### **5. PROCEDURE FOR PROVIDING SERVICES**

- 5.1. The Services are provided on the Internet by conducting Classes under a particular Course during the term of this Agreement.
- 5.2. The start (enrollment) date of the Course shall be indicated on the Website or in promotional materials published on the Website and/or sent via SMS/messages in messengers.
- 5.3. Classes are held online on the Platform administered by the Contractor. It is also possible to use messengers (Telegram, Viber, WhatsApp, etc.) and video calls (Zoom, Skype, etc.). Access to the Classes is granted to the User in accordance with the Course or Training Materials selected by him/her.
- 5.4. When using the Service, the User uses his/her own computer, laptop and other necessary equipment. The Contractor does not provide the User with any equipment.
- 5.5. The services can be provided in the form of individual or group lessons, depending on the chosen Course.
- 5.6. The schedule of the Classes is specified in the Program of the Course selected by the User on the Website.
- 5.7. The Course content, schedule, and form are fixed and cannot be adjusted at the User's request.
- 5.8. Classes are conducted by Teachers. The Contractor shall appoint the Teachers at its sole discretion and may change them without the User's consent.
- 5.9. The Teacher may use different languages when communicating with the Course participants, depending on the content of the Training Materials, the composition of the group of students, the language of the question asked, etc. By entering into the Agreement, the User agrees that the groups may be international, and the Training Materials are presented in different languages, which necessitates the need/possibility of communication in different languages, and therefore the User will not have any claims against the Contractor, the Teacher or other students in connection with the use of different languages by the Teacher, other students in communication, or in case of using the Training Materials in different languages.
- 5.10. The User is personally responsible for the fulfillment or non-fulfillment of the Course Program (consumption of the Service).
- 5.11. If the User misses one or more Classes, such Classes shall not be repeated or practiced.

### **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 6.1. Rights of the Contractor:
  - 6.1.1. Independently, unilaterally postpone the date and time of the selected Service provision by the User, notifying the latter in advance. In this case, such a postponement will not be a violation of the terms of the Services provided by the Contractor. The postponement of the Services is possible an unlimited number of times.
  - 6.1.2. Receive from the User the information necessary to provide the Service under this Agreement, including the User's personal data (last name, first name, patronymic, contact number, e-mail address, etc.)
  - 6.1.3. Cancel, interrupt or postpone any Services, change their content, direction and duration of any task, test or survey, except for the composition and content of the Services.
  - 6.1.4. Publish any materials and reviews created by the User in the course of providing the Service without any restrictions. Materials and reviews containing the User's personal data shall be published only with the User's consent.
- 6.2. Responsibilities of the Contractor:
  - 6.2.1. Organize and ensure the provision of the Service in accordance with the terms of the Agreement;
  - 6.2.2. Provide the User with the Training Materials, if provided for by the Course Program;
  - 6.2.3. To issue an electronic certificate of receipt of information on the completed Course, if provided for by the Course Program;

- 6.2.4. Provide the User with online support via e-mail and/or chat, which will be created in a messenger (Telegram, Viber, WhatsApp, etc.) or other communication channel at the Contractor's discretion. Online support may be provided in the form of consultations on the procedure for using the Platform functionality, online webinars (feedback sessions) that may be provided as part of the Course and/or other difficulties that the User may have during the term of the Agreement.
- 6.3. User's rights:
  - 6.3.1. Receive the Services in accordance with the terms of this Agreement.
  - 6.3.2. In case of disagreement with the content, language or other parameters of the Service, cancel the Service.
- 6.4. Responsibilities of the User:
  - 6.4.1. Accept the Services in accordance with the terms of this Agreement.
  - 6.4.2. Consume the Services in good faith and personally, not to transfer access to the Course, Training Materials to any third parties.
  - 6.4.3. Not to reproduce (i.e., not to duplicate, replicate or otherwise distribute), as well as not to distribute in any way - by selling reproduced material media to end users (consumers who carry out functional use), including distribution within a computer network or electronic distribution of Training Materials, video and audio recordings (both in whole and in part), oral information received as part of the Services.
  - 6.4.4. During the provision of the Service, do not use audio, photo or video recording devices, as well as do not capture or record the computer screen during the use of the Service.
  - 6.4.5. Not to participate in activities that disrupt the functioning of the Website and/or the Platform, the Course or related servers and networks.

## **7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- 7.1. The ownership of the Website, the Course, the Training Materials, and any other materials posted on the Platform/Website and/or used in the course of providing the Services belongs to the Contractor or other persons who have granted the right to use their intellectual property rights in the course of providing the Services.
- 7.2. Any intellectual property posted on the Website is the property of the Contractor.
- 7.3. The Contractor may use the intellectual property rights belonging to third parties on the basis of a relevant license, contract or other legal basis. The User's consent to such use is not required.
- 7.4. The Contractor grants the User a free, limited, non-exclusive, revocable and non-sublicensable license to access the Platform and use the Training Materials, which, in particular, includes the User's right to use the Course and/or Training Materials for the duration of the Agreement.
- 7.5. Nothing in this Agreement may be construed as a transfer by the Contractor of any intellectual property rights to the Training Materials or other intellectual property and/or permission to use them for purposes other than within the framework of the Agreement.
- 7.6. The personal non-property intellectual property rights to the Course belong to the Contractor and are protected in accordance with the legislation of Ukraine.

## **8. RESPONSIBILITY OF THE PARTIES**

- 8.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of Ukraine.
- 8.2. The User shall be responsible for the accuracy and correctness of the registration data provided by him/her during the registration on the Website and/or when ordering the Service.
- 8.3. If the User transfers/provides the Contractor with access to the personal data of a third party without the consent of such person, the User shall reimburse the Contractor for all losses that may be incurred by the Contractor in connection with such transfer.
- 8.4. The Contractor shall not be liable for the effectiveness of the User's mastery of the material, knowledge, skills during the implementation of the Course Program, as well as for the effectiveness of the application of the information obtained during the training after completion of the Course Program.
- 8.5. The Contractor shall not be liable for indirect, incidental, actual, indirect or direct damages, directly or indirectly lost profits, or loss of income, loss of data, performance, goodwill or other intangible assets related to:
  - 8.5.1. the User's access to and use of the Services or the impossibility of such access or use;
  - 8.5.2. materials or conduct, including defamatory, offensive or illegal, of any third party;
  - 8.5.3. unauthorized access, use or alteration of the User's materials or information.
- 8.6. The Contractor shall not be liable for the impossibility of providing the Services for reasons beyond its control, in particular: disruption of the communication line, malfunction of equipment and software not owned by the Contractor, for full or partial interruptions in the provision of the Services related to the replacement of equipment, software or other work caused by the need to maintain the performance and development of technical means; violation of the security of equipment and software used by the User to receive the Services
- 8.7. In case of violation of intellectual property rights by the User, in particular, but not exclusively, clauses 6.4.2-6.4.4 of the Agreement, the Contractor shall have the right to terminate this Agreement unilaterally, block the User's access to the

Services and/or the Website and/or the Contractor's Platform, collect a fine of UAH 300,000 (three hundred thousand) and receive compensation from the User for the losses incurred in connection with such violation.

- 8.8. The User acknowledges that his/her disagreement with the opinion of the Teachers (speakers/mentors/experts) and/or the methodology and content of the specifically selected Services shall not be grounds for recognizing the Service as improperly provided.
- 8.9. If the User violates the terms of the Agreement, the User shall reimburse the Contractor for the damage caused by such violation.
- 8.10. The Contractor shall not be liable if the User misses a seminar, webinar, or other elements of the Course designed to be perceived by the User through his/her participation in an online broadcast in accordance with the Course Program.

## **9. APPLICABLE LAW. DISPUTE RESOLUTION PROCEDURE**

- 9.1. The Agreement shall be interpreted in accordance with the laws of Ukraine.
- 9.2. All disputes arising out of or related to the Agreement shall be resolved through negotiations between the Parties. If the relevant dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the current legislation of Ukraine.

## **10. FORCE MAJOR**

- 10.1. The Parties shall not be liable for non-fulfillment (or improper fulfillment) of their obligations under this Agreement if such non-fulfillment is due to force majeure.
- 10.2. Force majeure under this Agreement shall be deemed to be floods, epidemics, epizootics, earthquakes and other natural and artificial (man-made) disasters and natural calamities, uprisings, embargoes, wars or hostilities of any kind, occupation, mobilization, disturbances of public order, strikes, actions of the authorities, virus attacks on software or any other circumstances beyond the control and will of the Parties that occurred after the conclusion of the Agreement and in connection with which the Party is unable to properly fulfill its obligations under this Agreement.
- 10.3. A Party affected by force majeure shall immediately, as far as circumstances permit, but not later than five (5) calendar days from the date of their occurrence, notify the other Party of the occurrence, nature and possible duration of force majeure. Failure by a Party to fulfill this obligation shall deprive it of the right to refer to the said force majeure circumstances as a ground for failure to fulfill its obligations under this Agreement.
- 10.4. In the event of force majeure, the Parties shall meet as soon as possible to resolve the issue of reducing the impact of these circumstances on the relationship between them.
- 10.5. The period of force majeure shall be extended for the respective terms of fulfillment by the Parties of their obligations under this Agreement. If the force majeure circumstances last for more than 3 (three) consecutive months, each Party shall have the right to terminate this Agreement by sending a written notice of termination to the other Party not later than 10 (ten) calendar days prior to the date of termination of this Agreement.
- 10.6. The existence of force majeure circumstances and their nature must be confirmed by the relevant Party by providing a written confirmation issued by the Ukrainian Chamber of Commerce and Industry.

## **11. THE TERM OF THE AGREEMENT. GROUNDS FOR TERMINATION OF THE AGREEMENT**

- 11.1. The Agreement shall be valid for 3 (three) months from the date of commencement of the Course in accordance with the Course Program, but in any case not longer than the duration of the Course.
- 11.2. Access to the Platform, Course and Training Materials is provided only for the term of the Agreement.
- 11.3. If the User fails to use the Services within this period for any reason, the Agreement shall not be extended.
- 11.4. Unilateral termination of the Agreement is permitted upon notification of the other Party at least fifteen (15) calendar days prior to the date of termination.
- 11.5. The Contractor shall have the right to unilaterally terminate this Agreement by notifying the User on the day of termination in case of:
  - 11.5.1. Failure of the User to fulfill its obligations under this Agreement.
  - 11.5.2. Detection of the fact that the User has entered into the Agreement on behalf of a third party without having the authority to do so.
  - 11.5.3. Detecting the distribution (or any reproduction) of the Training Materials to the public and/or transferring access to the Platform to third parties.
  - 11.5.4. Immoral or other behavior of the User that systematically violates the rights and legitimate interests of other students, Teachers and the Contractor, interferes with the normal provision of the Services.
  - 11.5.5. Missing 3 (three) consecutive Classes by the User without notifying the Contractor of the reasons for such a miss.
  - 11.5.6. In other cases stipulated by the Agreement.
- 11.6. On the day of termination of the Agreement, access to the Course, Training Materials and the Platform shall be blocked.
- 11.7. In case of early termination of the Agreement, the User shall not be entitled to claim any compensation from the Contractor.

## **12. PROCESSING OF PERSONAL DATA**

- 12.1. By accepting the Offer, the User agrees to the Contractor to process his personal data in accordance with the Law of Ukraine "On Personal Data Protection", namely: surname, name, patronymic (if any), contact number, e-mail address and other personal data that may be recognized as such and necessary for the provision of the Service.
- 12.2. If the User acts on behalf of/in the interests of a third party when filling out the Application, the User remains responsible and guarantees that the relevant personal data of the third party has become legally available to him/her and that the Contractor is granted access to the personal data of the third party with the consent of this third party.
- 12.3. By accepting the Offer, the User agrees to the Contractor to transfer their personal data to the Teachers who will provide the Services to the User.

## **13. GENERAL PROVISIONS**

- 13.1. The Contractor shall independently choose the method of informing the Users on the basis of the contact information received from the Users upon acceptance of the Offer or notification of a change in contact information.
- 13.2. The Course topic and Program, which are not included in the Services selected by the User upon acceptance of the Offer, may be changed by the Contractor unilaterally without the User's consent.
- 13.3. The Contractor may change the terms of this Agreement unilaterally with prior notice to the User. In case of disagreement with the amended terms, the User has the right to terminate the Agreement unilaterally.

## **14. ARTIST'S DETAILS**

- 14.1. The Contractor under this Agreement is TJ Healthcare Ukraine Limited Liability Company, legal entity identification code 44713582.
- 14.2. Means of communication with the Contractor:
  - 14.2.1. e-mail address: [anton.kosariiev@tjhelpers.com](mailto:anton.kosariiev@tjhelpers.com)
  - 14.2.2. contact phone number: +380934206400