

## **PUBLIC OFFER TO CONCLUDE THE AGREEMENT FOR THE PROVISION OF SERVICES**

**Self employed Raskhodchikova Tetyana V.** (hereinafter referred to as the “Provider”), acting under a Certificate, offers the general public to conclude this Agreement for the Provision of Services (hereinafter referred to as the "Agreement") under the terms and conditions set out below:

### **1. DEFINITIONS AND GENERAL PROVISIONS.**

1.1. Services — a package of consulting services provided by the Provider as defined herein and in the Conference Programs, which form an integral part of this Agreement.

1.2. Public Offer — an offer (published on the Provider's Website) to the general public, made the Provider in accordance with the laws of Ukraine, to conclude this Agreement under defined terms and conditions.

1.3. Provider's Website — a web page at <https://epc2022.eu/>, which is the official source of information about the Provider and the Services offered by the Provider to its Clients.

1.4. Acceptance — Client’s complete and unconditional acceptance of the terms and conditions of this Public Offer and the Program of the respective Conference.

1.5. Client — an individual aged 18 or over who has accepted the Provider's Public Offer as set out in this Agreement and has paid for the Services.

1.6. Parties — Provider and Client.

1.7. Conference — a package of consulting services in the form of a lecture (master class, training) or an audiovisual resource (webinar or online training), aimed at communication of information to the Client on a given subject enabling the Client to gain an understanding of such subject and to develop certain skills in the explored field.

1.8. Conference Program — detailed terms of providing a specific Service, including, but not limited to, the following terms and conditions:

1.8.1. Title, subject and content of the Conference, names of speakers, trainers;

1.8.2. Number of hours and/or Conference schedule;

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1.8.3. Cost of participation.

1.8.4. Payment procedure, etc.

1.9. Playback (download) – a form of Client access to the Conference, where an electronic (digital) copy of the Conference is created with or without storing it on the Client's Device.

1.10. Device – a computer and/or other stationary and portable computer-based devices capable of processing and reproducing audio and video (including, but not limited to: mobile phones, smartphones, pocket PCs, etc.) with Internet access.

## **2. Scope of the Agreement.**

2.1. The Provider undertakes to provide the Client with consulting services in the field of information technology, namely, to organize the Client's participation in a Conference, workshop (training) or master class (hereinafter referred to as the "Conference") for a fee, in accordance with the terms of this Agreement, and the Client undertakes to accept and pay for such Services.

2.2. The Client agrees to pay to the Provider the cost of participation in the Conference.

2.3. The Parties have agreed that the detailed content (topics, format, number of training hours or training schedule, etc.) of the Conference (training) is agreed by the Parties in the Training Program, which is published on the Provider's Website.

2.4. The Parties agree that the Provider does not guarantee any financial or other outcomes for the Client's business resulting from the Client's use of the Conference materials purchased from the Provider.

2.5. The Client shall raise no claims against the Provider regarding the effectiveness of the Client's use of the knowledge and skills acquired as a result of participation in / listening to / viewing the Conference. The Client is solely responsible for the use of such knowledge and skills, as well as for any outcomes and direct or side effects resulting from the use of such knowledge and skills.

## **3. Terms of Service.**

3.1. Consulting services are provided in the form of a lecture (master class or training) or through reproducing the Conference on the Client's Device (recording or live broadcast), in accordance with the training plan and training schedule developed by the Provider and contained in the

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Conference Program posted in the corresponding section of the Provider's Website.

3.2. The term (schedule) of training is determined in accordance with the Conference Program.

3.3. Payment by the Client, in full or in part, of the cost of participation in the corresponding Conference is regarded as acceptance of this Agreement, means full and unconditional acceptance by the Client of the terms and conditions of this Agreement and is treated as if the Client has signed this Agreement in person.

3.3. After the funds are credited to the Provider's account, this Offer is considered accepted, and the Agreement is considered concluded.

3.5. Acceptance procedure:

3.5.1. The Client selects a Conference on the Provider's website and finds out what the payment terms are.

3.5.2. After selecting a Conference, the Client makes a request for a consultation or immediately goes to the shopping cart page and makes the payment.

3.5.3. If the Conference is provided remotely (webinar, online training), before such Conference begins, the Client receives a link to access it, which is mailed to the email address specified by the Client when purchasing participation in the Conference.

3.5.5. Upon accepting this Offer, the Client shall not be entitled to unilaterally withdraw from this Agreement.

3.5.6. The Service is considered rendered after the Provider has provided all the information and deliverables specified in the corresponding Conference Program.

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

4.1. The Provider has the right to:

4.1.1. Receive information from the Client which is required for the provision of Services under this Agreement;

4.1.2. Receive payment for the Services provided in the amount and within the timeframe specified in this Agreement and in the corresponding Conference Program.

4.1.3. Cancel, suspend, or reschedule any Conferences, change Conference materials, and reassess the significance of any assignment, test, or examination.

4.1.3. Publish any materials created by the during the Conference and

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Client 's feedback, without any restrictions or remuneration for the Client.

4.2. The Provider undertakes to:

4.2.1. Provide the Client with consulting services in accordance with this Agreement and the corresponding Conference Program.

4.2.2. Inform the Client about the rules and requirements for arranging the provision of consulting services, their quality and content, and about the rights and obligations of the Client associated with the receipt of Services.

4.2.3. Develop a training plan, give training;

4.2.4. If required, provide the Client with educational and reference materials;

4.2.5. Issue certificates of participation in the Conference.

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

5.1. The Client has the right to:

5.1.1. Receive adequate Services in compliance with the Conference Program.

5.1.2. Receive a Certificate of Participation in the event the Conference training is completed successfully.

5.2. The Client undertakes to:

5.2.1. Dutifully follow the training program, attend theoretical and practical sessions and miss them for good reason only.

5.2.3. Make timely payment for Services in the amount and within the timeframe specified in this Agreement and in the Conference Program.

5.2.4. Comply with the requirements of the laws of Ukraine and the provisions of this Agreement for the Provision of Services.

5.2.5. Refrain, during the Conference, from doing anything that:

5.2.5.1. may prevent other Clients, invitees or lecturers from participating in the Conference and receiving information during the Conference.

5.2.5.2. may damage the property of other Clients, invitees, lecturers or Provider, owners or lessees of the premises where the Conference is held.

5.2.5.3. disturbs the public order, offends those present, including the use of obscene language and/or loud conversations, noise caused by devices, etc.

5.2.5.4. compromises the honour, dignity and business reputation of the Provider, other Clients, invitees or lecturers, including by posting information on the Internet, in printed publications, mailing lists or through other public means.

5.2.5.5. involves the use of audio or video equipment for copying Course

materials or copying without such equipment.

5.2.6. Pass the final internal test (examination), if the Conference Program so requires.

## **6. Cost of Services and Payment Procedure.**

6.1. The total cost of services provided to the Client under this Agreement is the total amount paid by the Client for the Conferences.

6.2. The cost of participation in each particular Conference is specified by the Provider in the Conference Program, which is published on the Provider's Website, or the Client is informed about the cost by the Manager of the Provider's company.

6.3. The cost of the Services specified in this Agreement is paid by the Client by bank transfer to the current account of the Provider or by paying on the website.

6.4. The Provider has the right not to repay the cost of training to the Client, if the Client refuses to accept the Services less than 7 calendar days before the the Conference begins.

6.5. In case of early termination of this Agreement by the Provider, the Provider shall only repay the cost of those Conference sessions that were not delivered by the Provider.

6.6. If the Client refuses to undergo the training at least 7 (seven) calendar days before the Conference begins, the Provider shall refund the full amount of the advance paid by the Client. In case of payment of the entire amount — 100% of the Contract value, the Client is refunded 90% of the amount paid.

6.7. The payment amount is fixed for the entire duration of the Conference and cannot be changed.

## **7. Liability of the Parties.**

7.1. For failure to perform or for improper performance of obligations under this Agreement, the Parties shall be held liable in accordance with the Ukrainian laws in force from time to time.

7.2. The Provider's Services and all related materials are provided "as is", without express or implied warranties. The Provider does not give any warranties, including warranties of merchantability, fitness for purpose and non-infringement, as well as warranties associated with business relationships or business practices. Moreover, the Provider disclaims any liability related to the Client's access to the Services and related materials,

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as well as to the use of such Services and related materials. The Client agrees that they access the services and related materials and use them at their own risk.

7.3. To the fullest extent permitted by the laws of Ukraine, the Provider shall not be held liable for incidental, actual, indirect or direct losses, direct or indirect loss of profit or revenue, loss of data, performance, goodwill or other intangible assets related to a) the Client's access to and use of the Services or inability to access or use the Services; b) the materials or behavior, including infamous, offensive or illegal behavior, of any third party; or c) unauthorized access, use or modification of the Client's materials or data. In no event shall the aggregate liability for all claims related to services shall exceed the greater of the following two amounts: twenty US dollars (USD 20) or the total amount received from the Client for the paid services during the last six months.

7.4. The Client agrees that the disclaimer of warranties and limitation of liability set out herein reflect a reasonable and fair distribution of risks, and are a prerequisite for the provision of Services by the Provider for an affordable fee.

7.5. The Client agrees that any claims related to the Services must be filed with the court within the limitation period of one (1) year after the cause of action first arose, otherwise such cause shall be considered invalid.

7.6. The Client agrees that if the Client does not comply with Subparagraph 5.2.3 of this Agreement regarding the obligation to make a timely payment, the Provider has the right not only to suspend the provision of Services and access to the Course until the payment is made, but also to terminate this Agreement subject to Subparagraph 9.1.3 of this Agreement.

7.7. If the Client violates Paragraph 12.1 of this Agreement and uses the Course materials for non-personal purposes, distributes the Course materials in any way among any group of persons, the Provider has the right to terminate this Agreement unilaterally, block the Client's access to the Course and/or the website, without refunding the amount paid by the Client for the Course.

## **8. Force Majeure.**

8.1. The Parties shall not be held liable for failure to perform hereunder, if such non-performance is caused by circumstances that are beyond the

control of the Parties, such as: military operations, natural disasters, industrial and other accidents, strikes, lockouts, regulations issued by authorities or governing bodies, etc., which make it impossible to perform under this Agreement (hereinafter referred to as "Force Majeure").

8.2. Force majeure shall be recognised and the Party invoking force majeure shall not be held in breach of this Agreement, if there is a written confirmation (conclusion, letter of confirmation) of force majeure issued by the Chamber of Commerce and Industry of Ukraine.

8.3. The Party invoking force majeure shall immediately notify the other Party and provide documents confirming the occurrence of force majeure.

8.4. Upon receipt of such notice by the other Party, the performance hereunder shall be suspended for the entire period of force majeure.

8.5. In case the period of force majeure exceeds 3 months, either Party has the right to terminate this Agreement.

## **9. Termination of Agreement.**

9.1. This Agreement can be terminated:

9.1.1. By agreement between the Parties;

9.1.2. If the Party to the Agreement cannot discharge its obligations due to the adoption of laws and regulations that affect the terms and conditions set out in this Agreement, and either Party refuses to amend this Agreement.

9.1.3. In cases of breach by the Client under Subparagraphs 5.2.3, 5.2.4, 5.2.5, 12.1 of this Agreement.

9.1.4. In other cases provided by this Agreement and the laws of Ukraine.

9.2. This Agreement is suspended if the entire group, with which the Client participates in a particular Conference, refuses to participate in the said Conference.

## **10. Processing of Personal Data.**

10.1. The Client acknowledges that the Client gives consent, voluntarily and without compensation, for the processing of their personal data (including last name, first name and patronymic, registered place of residence and/or actual place of residence, identification number, state registration details; bank details, phone numbers and e-mail addresses, etc.) in the Provider's client database, including collection, registration, adding to the database, accumulation, storage, adaptation, change, update, use, distribution (transmission), depersonalization, destruction of personal

data in the database within the territory of Ukraine for the purpose of discharge of obligations under this Agreement, and to ensure communications with tax authorities, businesses, legal and accounting bodies. The Client hereby consents to the transfer of their personal data to third parties in minimum required extent and solely for the purpose of fulfilling the obligations under this Agreement, in line with the objective cause for collection of such data.

10.2. The Client acknowledges that they have been informed of their rights as defined by Law of Ukraine No. 2297-VI "On Personal Data Protection" of 01 June 2010, as amended, and of the purpose of processing and collecting personal data.

## **11. Term of the Offer.**

11.1. This Public Offer comes into force upon being posted on the Provider's Website and shall be valid until it is withdrawn by the Provider.

11.2. The Provider has the right to amend the terms of this Offer at any time and/or withdraw this Offer at any time at its sole discretion. If the Provider amends the Offer, such amendment takes effect after the amended Offer is posted on the Provider's Website, unless another effective date is specified in the amended Offer.

## **12. Intellectual Property.**

12.1. The Provider grants the Client a limited, personal, non-exclusive, non-transferable and revocable license for the use of the Services and any materials or information obtained during the Conference or on the Website. The Client shall use materials and any information provided as part of the Services or on the Website for personal non-commercial use only, except when the Client has written permission from the Provider to use them for other purposes.

12.2. The Client agrees to open and use only one account and not to transfer access to such account or credentials for accessing it to third parties.

12.3. The use of the Services does not give the Client any tangible or intellectual property rights to the Services or materials used.

12.4. Along with the materials created during the Conference, the Client grants the Provider a transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, publicly distribute and reproduce the Client's materials, as well as to create



derivatives and use the materials for other purposes.

12.5. The license specified in Paragraph 12.4 hereof gives the Provider the right to provide the Client's materials to other Clients who will later purchase the Provider's Services. This provision does not limit the Provider's other rights to the Client's materials, for instance, under other licenses. The Provider has the right to destroy or change the Client's materials for any reason, including if, in the Provider's judgement, they do not comply with the Agreement.

### **13. Final Provisions.**

13.1. The Parties have agreed that any disputes and claims will be settled by the Parties through negotiations.

13.2. The Parties are aware that the Services are provided by the Provider, who is registered and operates under the laws of Ukraine, whose place of residence is also registered in Ukraine.

13.3. Pursuant to Paragraph 12.2. hereof, the Parties have agreed to consider the place of execution of this instrument and the place of rendering Services to be the same as the place of residence of the Provider specified in Clause 14 of this Agreement.

13.4. By accepting this Offer, the Client agrees that all disputes arising out of or in connection with this Agreement shall be considered in accordance with the laws of Ukraine, without regard to the choice of law principles. The Client also agrees that all such disputes are subject to the exclusive jurisdiction of the courts of Ukraine.

13.5. Clause and paragraph headings in this Offer are inserted for reference and convenience only. Such headings can not be considered as defining, limiting, changing, or affecting the meaning and effect of the terms and conditions of this Offer or its any part.

13.6. If any of the provisions of this Offer is found to be invalid, such invalidity shall not affect the other provisions hereof which will remain in full force and effect.

13.7. Beyond the scope of this Offer, the Parties shall be governed by the Ukrainian laws in force from time to time.

**14. Provider's Details.**

Self employed - Raskhodchikova Tetyana V.

IBAN Code

UA653052990000026007036233825

Name of the bank

JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001,  
UKRAINE

Bank SWIFT Code

PBANUA2X

Company address

Legal address:

02068, Kyiv, Dragomanova St., 12-A/26

Correspondence address:

02068, Kyiv, Dragomanova St., 12-A/26

Tel. +38044 501-24-37

**Correspondent banks**

Account in the correspondent bank

400886700401

SWIFT Code of the correspondent bank

COBADEFF

Correspondent bank

Commerzbank AG, Frankfurt am Main, Germany

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Account in the correspondent bank

6231605145

SWIFT Code of the correspondent bank

CHASDEFX

Correspondent bank

J.P.MORGAN AG, FRANKFURT AM MAIN, GERMANY

Payer of the single tax of Group III