

PUBLIC AGREEMENT
on the provision of information, educational fees and / or
sports and entertainment services

The document, the provisions of which are set out below, is a public offer and a public contract. In accordance with Art. 633, 641 of the Civil Code of Ukraine, its terms are the same for all customers, and unconditional acceptance of the terms of which is considered acceptance of this offer by the customer. In accordance with Part 2 of Art. 642 of the Civil Code of Ukraine, participation and attendance of a master class tentatively called "UNIQUE Kizomba Immersive Weekend" is an acceptance of this offer, which equates to the conclusion of a public contract for information, educational fees and / or sports and entertainment services (hereinafter - "Contract") under the conditions set out below.

This public contract is addressed to all individuals and legal entities who wish to use the services of the Contractor, as well as have the opportunity to receive such services.

Natural person-entrepreneur Oleksiy Yuriyovych Nesterov, acting on the basis of the Extract from the USR № 2 008 840 0000 00011678 dated 12.01.2021, registration number of the taxpayer's account card: 3472410013, hereinafter referred to as the "Contractor" of one Party, offers individuals or legal entities on whose behalf it acts authorized representative (hereinafter - the "Customer") to receive the services provided for in this Agreement.

1. DEFINITION OF BASIC TERMS

Acceptance - providing the Customer with full, unconditional and unconditional consent to the conclusion of this Agreement in full, without signing a written copy of the Agreement by the Parties.

Customer - any natural or legal person who wishes to use the services of the Contractor, as well as has the opportunity to receive such services.

Master class - event or series of events under the conditional name "UNIQUE Kizomba Immersive Weekend", during which the Contractor provides the Customer with information, educational and / or sports and entertainment services according to the methods of the Contractor.

Offer - the Contractor's proposal posted on the Internet at the link: <https://unique.dance/> and addressed to an unlimited number of individuals or legal entities, joining the Public Agreement on the provision of informational, paid and / or sports and entertainment services.

Personal data - information or a set of information about an individual who is identified or can be specifically identified.

Services - one or more informational, paid educational and / or sports and entertainment services provided by the Contractor.

Public contract - a contract in which one party - the entrepreneur has undertaken to sell goods, perform work or provide services to anyone who applies to it.

Website (or "Website") - a website hosted on the Internet at: <https://unique.dance/>, including all its web pages.

Tariff (price of services) - payment, the amount of which is set by the Contractor for the provision of a certain amount of Services for the Customer with the opportunity to participate and attend the Master Class.

2. SUBJECT OF THE AGREEMENT AND GENERAL PROVISIONS

2.1. In accordance with the terms of this Agreement, the Contractor undertakes to provide Services during its term, by organizing and conducting a master class aimed at obtaining additional knowledge, skills and abilities, as well as providing the Customer with access and opportunity to visit such a Master. -class, and the Customer - accepts such Services and pays for them in accordance with the terms of this Agreement.

2.2. Services are provided on a paid basis by sending an invitation to the e-mail address of the Customer, specified by the latter when leaving the application on the Website of the Contractor, as well as giving the Customer the opportunity to attend the Master Class. The Contractor provides the Services (including sending invitations to participate in the Master Class) only after the Customer makes 100% (100%) payment to the current account of the Contractor.

2.3. The term of this Agreement is not limited. Either Party may terminate it in the manner prescribed by this Agreement or current legislation of Ukraine.

2.4. The Contractor guarantees that he will promptly notify the Customer of all changes and additions to this Agreement.

2.5. All terms of this Agreement are binding on both the Customer and the Contractor. Before using the Service, the Customer is obliged to read the terms of this Agreement. If the Customer does not agree with the terms of the Agreement, he has no right to use the services of the Contractor.

2.6. All changes and additions to this Agreement, as well as to the Services under it, are published on the Contractor's Website.

2.7. In case of disagreement of the Customer with the changes made by the Contractor to this Agreement or with the new conditions and / or tariffs for the Services, the Customer undertakes to terminate the use of the Services.

2.8. Any of the following actions shall be deemed acceptance of this Agreement:

- the fact of registration / authorization of the Customer on the Contractor's Website and / or ordering Services on the Artist's Website;
- payment for the Services of the Contractor in the manner and under the conditions specified in this Agreement and on the relevant pages of the Website and / or on the basis of the invoice;
- written (including in electronic form by e-mail) notification of the Customer about acceptance of the terms of this Agreement by e-mail. The provisions of this sub-clause are considered valid only in case of technical problems on the Contractor's Website and inability to make payment and / or registration / authorization.

2.9. The list of Services provided by the Contractor, as well as other necessary information is provided on the Contractor's Website.

2.10. All conditions and procedures for providing the Services are posted in the relevant section of the Contractor's Website.

2.11. The Contract and its Annexes are official documents published on the Contractor's Website.

3. PROCEDURE FOR CONCLUDING THE AGREEMENT

3.1. The Agreement is considered concluded without its further signing from the moment of payment by the Customer for the Services on the current account of the Contractor, indicating the agreement to comply with the terms of the Agreement, without signing a written copy by the Parties.

3.2. The actions specified in clause 3.1 of the Agreement and performed by the Customer are a confirmation of full and unconditional acceptance by the latter of this public offer.

3.3. The contract concluded by the Customer with the acceptance of the public offer has legal force in accordance with Art. 642 of the Civil code of Ukraine and is equated to the written contract.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor is obliged to:

4.1.1. Timely, in full and at a high level to provide the Customer with quality Services specified in this Agreement.

4.1.2. If it is impossible to fulfill its obligations in accordance with the terms of this Agreement, promptly notify the Customer, as well as take appropriate action to eliminate obstacles to the fulfillment of obligations under this Agreement.

4.1.3. Timely inform the Customer about the change: place, time, duration, structure of the Services, other conditions of their provision, including the change of bank details.

4.1.4. Provide the Customer with sports equipment and other equipment in the event that such equipment and / or inventory is provided and is an integral part of the Services provided.

4.1.5. Make an effort to present and provide original and unique Services.

4.1.6. The Contractor guarantees that the Master Class program created under this Agreement meets all the standards and quality characteristics established by law.

4.2. The Contractor has the right to:

4.2.1. Involve third parties (specialists, coaches, choreographers, speakers, other specialists with appropriate qualifications) in the performance of their obligations under the Agreement, while remaining responsible to the Customer for the results of their work as their own.

4.2.2. Receive payment from the Customer for its Services in accordance with the terms of the Agreement.

4.2.3. Not to provide the Services or terminate their provision to the Customer in case of violation by him of the requirements provided by this Agreement (including the terms of payment for the Services), as well as in other cases established by the legislation of Ukraine.

4.2.4. Refuse to provide Services to the Customer without explanation, returning the money paid.

4.2.5. Refuse the Customer to provide Services and participate in the Master Class in case of violation by the Customer discipline during the Master Class, including, but not limited to, in case of violation of paragraph 4.3.6, without refund and / or any other compensation.

4.2.6. Amend and supplement this Agreement and its Annexes without prior agreement and without re-concluding this Agreement with the Customer, while ensuring the placement of changes and additions on the Website.

4.2.7. Inform the Customer about promotions and other news by sending e-mails to the Customer's address specified in the informed consent.

4.2.8. Other rights in accordance with the current legislation of Ukraine and the terms of this Agreement.

4.3. The customer is obliged to:

4.3.1. Timely and in full to make payments to the Contractor for the Services in accordance with the terms of the Agreement.

4.3.2. Use the Services in accordance with the rules published on the Contractor's Website and the terms of this Agreement.

4.3.3. Monitor changes and / or updates of information published on the Contractor's Website.

4.3.4. Upon receipt of the Services, comply with the regulations, procedures and requirements established by the Contractor.

4.3.5. Do not disclose to third parties information about other Customers received during the provision of Services, as well as methods of providing Services and any other information marked by the Contractor as confidential.

4.3.6. Refrain from conduct that degrades the honor, dignity, business reputation of the Contractor and / or third parties involved by the Contractor in the provision of Services under this Agreement. Dissemination of information that degrades the honor, dignity, business reputation of the Contractor should be understood as their publication in the press, broadcast on radio, television, using other media, including social networks, presentation of characteristics, statements, letters addressed to others, messages in public speeches, as well as in other forms to an indefinite number of persons or at least one person. Dissemination (information) is also the display (demonstration) in public places of posters, slogans, other works, as well as the distribution among people of leaflets that in their content or form disgrace the honor,

4.3.7. Provide all necessary information for the Contractor to fulfill its obligations under the Agreement, including access to personal data.

4.4. The customer has the right to:

4.4.1. Require the Contractor to provide quality Services in a timely manner and in accordance with the terms of this Agreement.

4.4.2. Receive the necessary and reliable information about the Contractor's Services and the procedure for their provision.

4.4.3. Place an order for the Services listed on the relevant page of the Website.

4.4.4. Other rights in accordance with the current legislation of Ukraine and the terms of this Agreement.

5. COST OF SERVICES, PROCEDURE AND CONDITIONS OF PAYMENTS

5.1. The Customer pays for the Contractor's Services according to one of the Tariffs set by the Contractor and posted in the relevant section on payment on the Contractor's Website. The Contractor reserves the right to change the established Tariffs in case of changes in market conditions or in other significant circumstances and / or to add new Tariffs.

5.2. Payment for the Services is made by the Customer by 100% (100%) subscription to the current account of the Contractor in a manner chosen by the Contractor at its discretion.

5.3. The Customer pays for the services of the Contractor in the National Currency of Ukraine - UAH. Payment for the Contractor's Services under the Agreement shall be made by non-cash transfer of funds to the Contractor's current account, in particular, but not exclusively through the Fondy payment system or any other payment system determined at the Contractor's discretion.

5.4. In case of non-payment, the Services and the opportunity to participate in the Master Class are not provided, as a result of which this Agreement is considered uncompleted.

5.5. The date of proper performance by the Customer of the obligations in terms of payment for the Services (date of payment) will be the date of crediting funds to the current account of the Contractor.

5.6. In case of non-use (or impossibility of use) of the Contractor's paid Services, such Services shall not be re-provided, shall not be reimbursed in monetary terms and shall not be resold to third parties.

6. PROCEDURE AND CONDITIONS FOR PROVISION OF SERVICES

6.1. The provision of Services begins from the moment of their payment by the Customer and the latter receives confirmation and a corresponding invitation to the e-mail of the Customer, which was specified by him when registering / authorizing / placing an order and / or paying on the Website, by accepting (accepting) conditions

of this Agreement. The current Agreement has legal force in accordance with Art. 633 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties. Accordingly, the Customer who has registered / authorized on the Website and / or paid for the Services is considered to be familiar with this Agreement and agrees to all its terms.

6.2. The fact that the Contractor has started to provide the Services is to send an invitation to attend the Master Class to the e-mail of the Customer and allow the latter to visit such Master Class..

6.3. For Customers who used the Contractor's Services before the publication of this Agreement, further use of the Contractor's Services is a confirmation of full and unconditional acceptance (acceptance) of the terms of this Agreement. If the Customer has previously used the paid Services of the Contractor, then the re-payment by him is a confirmation of acceptance of the terms of this Agreement.

6.4. The operation of the Website includes breaks that are necessary for the maintenance of the Website. Breaks in work are carried out at the moments of the least loading of the Website. Information about such works is posted (published) at least 2 (two) hours before the suspension of the Website.

6.5. All issues arising in the process of payment and receipt of Services, the Customer may clarify with the Contractor on the contact details specified in Section 12 of this Agreement.

6.6. The fact of receiving the Services by the Customer is confirmed by receiving an invitation to attend the Master Class by e-mail of the Customer and the latter's admission to attend such a Master Class, without concluding any additional documents confirming the fact of providing Services.

6.6.1. The Contractor, at the written request of the Customer, is obliged to send the Customer a signed Act of acceptance and transfer of services provided (hereinafter - the "Act") in two copies (electronic copy of the Act may be sent by e-mail or facsimile). In this case, the Customer is obliged within 3 (three) working days from the date of receipt of the Act to sign it and send the Contractor by mail a second copy of the Act, and in case of disagreement with the signing of the Act - their written objections.

6.7. If within 1 (one) month from the moment of sending the Act to the Customer, the Contractor's postal address has not received the second copy of the Act signed by the Customer or written objections to signing the Act, the Contractor shall sign the Act of acceptance-transfer of services unilaterally.

7. EXPIRY DATE, PROCEDURE FOR MAKING CHANGES AND ADDITIONS TO THE AGREEMENT

7.1. This Agreement shall enter into force upon submission of the application for participation in the Master Class and / or registration / authorization of the Customer on the Website and / or payment by the Customer for the Contractor's Services. full fulfillment by the Parties of their obligations under this Agreement.

7.2. The Contractor reserves the right to amend the terms of the Agreement and / or withdraw it at any time in its sole discretion. In the event that the Contractor makes changes to the Agreement, such changes shall take effect from the date of publication of a new version of the Agreement on the Contractor's website, unless another date of entry into force of changes is not specified in their publication. The Contract is considered revoked from the moment of its removal from the Contractor's Website.

7.3. From the moment of entry into force of the Agreement with the made changes and additions, the Agreement comes into force for the Parties in new edition.

7.4. The Customer has the right to unilaterally withdraw from this Agreement by notifying the Contractor in writing at least 1 (one) day before the expected date of withdrawal from the Agreement. In this case, the Customer is no longer entitled to use the Services of the Contractor, and the funds transferred under this Agreement shall not be returned to the Customer and shall not be reimbursed in any way. 7.5. Termination of this Agreement does not release the Customer from liability for breach of the terms of this Agreement that took place during its term.

7.6. To refuse to receive the Services, it is sufficient for the Customer not to pay for such Services.

7.7. If the Customer wishes to refuse the Contractor's Services in full, he must send a request to the e-mail address: kizz.unique@gmail.com , after which the administrators of the Website delete all data and information about the Customer.

7.7.1. After sending the invitation to participate and attending the Master Class by e-mail to the Customer, the funds credited to the current account of the Contractor shall not be refunded or reimbursed to the Customer. 7.8. The contract is considered automatically terminated (terminated) in cases where:

- The Customer has fully used the Services of the Contractor, for which payment was made;
- The Customer did not use the services of the Contractor on its own initiative.

8. RESPONSIBILITY OF THE PARTIES AND SETTLEMENT OF DISPUTES

8.1. For non-fulfillment or improper fulfillment of the terms of this Agreement, the Parties shall be liable under this Agreement and the norms of the current legislation of Ukraine.

8.2. If non-fulfillment or improper fulfillment of the terms of this Agreement by one of its Parties has resulted in damages to the other Party, the guilty Party shall be obliged to reimburse such damages in full.

8.3. Compensation for damages does not release the guilty Party from its obligations to properly comply with the terms of this Agreement.

8.4. All disputes and disagreements that may arise in the implementation of this Agreement shall be settled through negotiations between the Parties.

8.5. If any dispute cannot be resolved through negotiations, such a dispute shall be considered in court, in accordance with the established jurisdiction and jurisdiction of such dispute, in accordance with applicable law of Ukraine.

8.6. In case of detection of plagiarism, copying the method of providing Services, their fragments and / or unauthorized use, distribution by the Customer of educational and informational materials received by the latter during the Master Class, the Customer is responsible in accordance with the terms of this Agreement and rules and regulations current legislation of Ukraine.

8.7. The Contractor shall not be liable for failure to provide or improper provision of Services to the Customer in the event of any circumstances that arose not through the fault of the Contractor, namely - the occurrence of circumstances arising from fault or negligence of the Customer and / or circumstances arising from fault or negligence of any third party (any third parties) on the part of the Customer, and / or the occurrence of force majeure.

9. FORCE MAJOR CIRCUMSTANCES

9.1. The parties shall be released from liability for non-performance or improper performance of their obligations in the event that such non-performance or improper performance occurred due to force majeure (force majeure). Force majeure circumstances are those that arose against the will or desire of the Parties and that cannot be foreseen or avoided, including: hostilities, riots, epidemics (including the introduction of quarantine restrictions through Covid-19), blockades, fires, earthquakes, other natural phenomena, natural disasters, power outages and communications used for the provision of services, adoption of acts of public authorities and other circumstances beyond the control of the Parties that prevent timely, complete and proper fulfillment of obligations by the Party under this Agreement.

9.2. In case of force majeure, the Party under its influence shall notify the other Party within 5 (five) days from the occurrence of such circumstance or from the moment such Party has the opportunity to notify the other Party of the occurrence of the circumstance. Upon termination of force majeure, the Party under their influence shall notify the other Party of such termination within 5 (five) days from the expiration of force majeure, or from the moment such Party has the opportunity to notify the other Party of termination force majeure circumstances.

9.3. If force majeure lasts for more than 3 (three) consecutive months, each Party has the right to refuse to further fulfill its obligations under this Agreement and, in this case, neither Party will be entitled to compensation to the other Party for possible damages.

10. OTHER TERMS OF THE AGREEMENT

10.1. The Parties confirm that this Agreement is concluded in full understanding of its terms and terminology, which is used in it and corresponds to the actual intentions of the Parties in terms of legal obligations imposed on them.

10.2. The contract, the informed consent and all appendices to it make the uniform contract between the Executor and the Customer.

10.3. Each Party guarantees to the other that it has the necessary capacity, ie all the powers necessary and sufficient for the conclusion and implementation of this Agreement.

10.4. The Contractor is not responsible for the content and truthfulness of the information provided by the Customer when ordering the Services. The Customer is solely responsible for the accuracy of the information provided when placing such an order.

10.5. All information related to the implementation of this Agreement is confidential.

10.6. The Customer is granted the right to use the Contractor's Services under this Agreement exclusively in its internal activities without the right to alienate them or transfer them in any way for the benefit of third parties.

10.7. The Parties undertake to keep confidential information obtained as a result of the implementation of this Agreement, except in cases where this is authorized in writing by the other Party or required by public authorities in accordance with applicable law. The guilty Party is responsible for the disclosure of confidential information in accordance with the current legislation of Ukraine.

10.8. The Contractor has the right to independently change and / or supplement the terms of this Agreement and its annexes, including the rules for providing and receiving Services under this Agreement. In this case, the Contractor guarantees and confirms that the current version of the text of this Agreement and its annexes, including the rules for providing and receiving Services under this Agreement, posted on the Contractor's Website, is valid.

10.9. The Parties shall be guided by the provisions of the current legislation of Ukraine on issues not provided for by the terms of this Agreement.

11. PERSONAL DATA AND THE PROCEDURE OF THEIR PROCESSING

11.1. By accepting the Agreement, the Customer voluntarily consents to the collection and processing of personal data, ie to perform the following actions in relation to the Customer's personal data: collection, systematization, entry into the Contractor's database, including electronic, accumulation, storage, clarification, and also for further use and dissemination by the Contractor of personal data in accordance with the provisions of the Law of Ukraine "On Personal Data Protection".

11.2. The collection of personal data is part of the process of their processing, which involves actions to select, organize information about the Customer and enter them into the personal database.

11.3. Dissemination of personal data involves actions to transfer information about the Contractor from personal databases with the consent of the personal data subject.

11.4. Dissemination of personal data without the consent of the personal data subject (Contractor) or his authorized person is allowed in cases provided by law and only in the interests of national security, economic well-being and human rights.

11.5. Personal data in personal databases are destroyed in the manner prescribed by the requirements of the Law "On Personal Data Protection".

12. DETAILS OF THE PERFORMER

PERFORMER:

Private individual Nesterov Alexey Yurievich

08722, Kyiv region, village Trypillya, street Beregova, bldg. 33-A

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_____ **O.Yu. Nesterov**