

PUBLIC OFFER AGREEMENT FOR THE PROVISION OF INFORMATION AND CONSULTING SERVICES

(effective as of November 19, 2024)

The management of the website located on the Internet at: <https://www.loveyourselftherapy.online> (hereinafter referred to as the "Website") and the provision of services listed on the Website (hereinafter referred to as the "Services") are carried out by sole proprietor Oleksandr Andriyovych Oliynyk, registered under the Unified State Register (USR) record No. 2010350000000679983 dated November 4, 2024, and operating in accordance with Ukrainian law (hereinafter referred to as the "Provider").

This Agreement for the provision of information and consulting services (hereinafter referred to as the "Agreement") is published electronically on the Website and constitutes a public offer agreement in accordance with Article 633 of the Civil Code of Ukraine, as well as an adhesion contract under Article 634 of the Civil Code of Ukraine.

By ordering or using the services listed on the Website, the User agrees to the terms of this Agreement. If the User disagrees with the terms of this Agreement, they must immediately cease using the Website and leave it.

1. PREFACE TO THE AGREEMENT

1.1. This Agreement is deemed concluded (comes into effect) in electronic form in accordance with the Law of Ukraine "On Electronic Commerce" at the moment of unconditional and full acceptance (approval, consent) by the Customer of the terms of this Agreement, as evidenced by the completion and submission by the Customer to the Provider of the relevant electronic form of consent notification to the Agreement (acceptance).

1.2. By accepting the terms of this Agreement, the User confirms that he/she:

- Provides complete, accurate, and up-to-date information when ordering Services;

- Is an adult with full legal capacity;
- Have received an electronic copy of this Agreement in a form that makes any alteration to its content impossible, have fully read and understood its terms, and undertakes to properly fulfill the obligations stipulated by this Agreement.

1.3. The Agreement is concluded without the need for the Parties to sign written copies of the Agreement.

1.4. The Agreement, concluded in compliance with the above conditions, is considered equivalent in legal consequences to a written agreement.

2. KEY TERMS

2.1. **Acceptance** – the complete, unconditional acceptance by the User, Customer, and visitors of the Website of all the terms of this Agreement without any exceptions or limitations, equivalent to signing a bilateral written Agreement.

2.2. **Provider** – a sole proprietor and/or their authorized representatives who manage the Website and offer Information and Consulting Services to an unlimited number of persons (Users), the details and scope of which are published on the Website.

2.3. **Website Visitor** – a person who visits the Website without the purpose of obtaining the Provider's services.

2.4. **Agreement** – the document published on the Website that governs the relations between users, customers, website visitors, and the Provider in the process of providing Information and Consulting Services.

2.5. **Order** – a duly completed request by the Customer for the purchase of selected services on the Website.

2.6. **Customer** – a User who has accepted this Agreement and placed an Order on the Website, becoming the recipient (consumer) of Information and Consulting Services under this Agreement.

2.7. **Information and Consulting Services** – access provided by the Provider to Customers to a set of information (via a personal account on the partner website

of the Provider, including but not limited to digital content such as videos, audio materials, text documents, presentations, and other materials developed by the Provider for specific topics).

2.8. **Content** – information and intellectual property created by the Provider that constitutes the content of each Service, including data files, texts, sound, photo, and video files, speeches, presentations, computer programs, hyperlinks, widgets, and other items published on the Website.

2.9. **User** – a person who accesses the Website, uses it via the Internet, accepts the terms of this Agreement, and intends to place an Order.

2.10. **Website** – the web resource owned by the Provider with the address <https://www.loveyourselftherapy.online>, enabling Users to purchase and access the desired services.

2.11. Other terms not defined in the "Key Terms" section of this Agreement shall be interpreted in accordance with the text of this Agreement. In cases where the Agreement does not provide an explicit interpretation, the meaning of the terms shall be derived from the materials published on the Website, or in the absence thereof, the common interpretation used in the Internet network.

3. SUBJECT OF THE AGREEMENT

3.1. This Agreement, along with the information about Services published on the Website, constitutes a public offer under Article 633 of the Civil Code of Ukraine.

3.2. The Provider undertakes to provide the Customer with information and consulting services in the form of access to informational content hosted on the Notion platform used by the Provider, under the terms and procedures set forth in this Agreement. The Customer, in turn, agrees to accept the provided services and pay for them as stipulated in this Agreement.

3.3. The subject of this Agreement is the paid provision of Information and Consulting Services to the Customer through online (remote) means in return for a fee payable by the Customer to the Provider.

3.4. The Information and Consulting Services provided by the Provider may include informational materials, video materials, chat support, audio files, and other elements.

3.5. The Provider, at their discretion, determines and publishes on the Website various variations of Information and Consulting Services that may differ in scope, content, duration, and cost.

3.6. The procedures, costs, and other essential terms of the Services are governed by this Agreement and the information published on the Website.

4. TERM AND PROCEDURE FOR PROVIDING SERVICES

4.1. Services under this Agreement are provided remotely via the Internet, through the Website and other programs determined by the Provider, by granting access to the Customer's personal account on the Provider's partner website to materials comprising the Information and Consulting Services.

4.2. The duration and details of the services provided under this Agreement are determined by the specifics and features of the program selected and paid for by the Customer. Such details may be published by the Provider in the informational block of programs available for ordering on the Website.

4.3. The provision of services begins upon the Customer's payment for the services.

4.4. Acquiring Information and Consulting Services from the Provider guarantees the Customer access to information as well as paid content and services provided by the Provider.

4.5. Access to the Services is granted to the Customer upon 100% prepayment, as stipulated in this Agreement, on the Website, or communicated to the Customer otherwise.

4.6. The Provider reserves the right to revoke the Customer's access to the Services if the Customer violates the terms of this Agreement. Such violations include the publication of prohibited content, incitement to interethnic hatred, use of offensive language, or any other behavior as outlined in this Agreement.

4.7. The Provider reserves the right to terminate the provision of Services to the Customer if it is discovered that the Customer has shared credentials for accessing the Services with third parties or distributed materials obtained from the Services without authorization.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Provider undertakes to:

5.1.1. Provide the Customer with the Services paid for by the latter, in accordance with this Agreement and the terms of the selected program;

5.1.2. Notify the Customer about the status of their Order and the successful payment of the Services;

5.1.3. Consult the Customer during the process of placing/confirming/paying for the Order, including contacting the Customer directly via the email address or phone number provided on the Website;

5.1.4. Ensure, within the scope of this Agreement, the Customer's personal access to video, audio, text materials, and other relevant information hosted on the partner platform, provided the full payment of Services has been made as per this Agreement;

5.1.5. Deliver the agreed Information and Consulting Services in an online (remote) format as specified in the program selected and paid for by the Customer;

5.1.6. Maintain the confidentiality of any personal or sensitive information provided by the Customer in connection with the Services, in accordance with the Privacy Policy published on the Website;

5.1.7. Comply with the laws of Ukraine regarding the processing, transmission, and protection of personal data of Users and Customers.

5.2. The Provider has the right to:

5.2.1. Amend or supplement the terms of this Agreement unilaterally without any specific notice to the Customer;

5.2.2. Process the Customer's personal data during the execution of this Agreement and include it in the Provider's databases, in accordance with Ukrainian law;

5.2.3. Reject registration requests from Users who violate the terms of this Agreement;

5.2.4. Modify technical parameters and features of software or technical means used to provide the Services, including temporary suspension of the Services;

5.2.5. Unilaterally change or supplement the content of special online programs, feedback formats, and other consultations, and update the content provided to the Customer;

5.2.6. Involve third parties to fulfill obligations under this Agreement;

5.2.7. Collect fees for providing Services as stipulated by this Agreement;

5.2.8. At its sole discretion, remove information published on the Website and restrict access for Customers who violate this Agreement;

5.2.9. Terminate this Agreement unilaterally under the terms specified herein;

5.2.10. Seek compensation from the Customer for damages caused by their actions.

5.3. The Customer undertakes to:

5.3.1. Use the Services in compliance with the terms outlined in this Agreement;

5.3.2. Pay for the Services in the manner and terms specified in this Agreement;

5.3.3. Show respect towards the Provider and other Users;

5.3.4. Not share or distribute materials from the Provider's programs with third parties, ensuring complete confidentiality;

5.3.5. Not copy or disseminate the Provider's materials obtained during the provision of Services for commercial purposes or any use other than personal;

5.3.6. Notify the Provider properly of any refusal to use the Services under the conditions of this Agreement;

5.3.7. Accept and comply with amendments and additions made by the Provider to this Agreement;

5.3.8. Review the current version of this Agreement each time before using the Website;

5.3.9. Familiarize themselves with the terms of payment for Services prior to registration;

5.3.10. Understand the contents, registration procedures, and service conditions before payment. If unclear about any terms of the Services, the Customer must clarify them;

5.3.11. If disagreeing with the terms of this Agreement or amendments thereto, refuse to use the Website and the services offered by the Provider.

5.4. The Customer is prohibited from:

5.4.1. Promoting religious, racial, or interethnic hatred;

5.4.2. Engaging in actions that violate the rights and freedoms, honor, and dignity of any person;

5.4.3. Using offensive language, even if disguised with symbols;

5.4.4. Provoking verbal conflicts unrelated to the original cause of the dispute;

5.4.5. Engaging in actions aimed at misleading other Users;

5.4.6. Using automated programs to collect data from the Website and services;

5.4.7. Unlawfully collecting, storing, or distributing personal information about other Users;

5.4.8. Placing viruses or software that can disrupt the normal functioning of devices or software;

5.4.9. Performing other actions prohibited by this Agreement.

5.5. The Customer has the right to:

5.5.1. Obtain from the Provider information related to the organization and proper provision of the Services stipulated by this Agreement;

5.5.2. Provide the Provider, while placing an order for Services, accurate and up-to-date information (e.g., name, surname, contact phone number) necessary for communication regarding the Services;

5.5.3. Use the Services solely for personal purposes.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. The cost of the Services provided by the Provider and available for ordering is indicated on the Website or communicated to the User via personal messages. The Provider may change the cost of the Services at their sole discretion at any time. Updated costs apply from the moment of publication and are valid only for Services ordered after the publication of the new prices.

6.2. Payment for the Services is made by the Customer in the form of a 100% prepayment in an online mode through electronic payment systems specified on the Website.

6.3. Payment for the Services is made in Ukrainian hryvnias (UAH) according to the market exchange rate of foreign currencies to UAH as of the payment date.

6.4. Payment is considered complete when the funds are credited to the Provider's bank account.

6.5. After full or partial payment for the Services, funds are non-refundable.

6.6. The Customer may not demand a reduction in the cost of the Services or a refund if they have not used the Services.

6.7. The Services are considered rendered when the Provider sends the Customer the access credentials (e.g., login, password, or other information) to the email or other communication method provided by the Customer during registration on the Website. These credentials allow the Customer to access the platform containing the materials provided by the Provider.

6.8. Customers may receive discounts on program prices. The terms of such discounts are communicated through promotional materials. Discounts cannot be applied retroactively after the purchase of a program.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All rights to the Website belong to the Provider.

7.2. Intellectual property rights to the materials used on the Website or other platforms providing access to online programs—including but not limited to text materials, images, videos, logos, graphics, and sounds—belong to the Provider.

7.3. The Provider may also use intellectual property objects belonging to other persons under Ukrainian law.

7.4. Granting the Customer the right to use intellectual property objects for the purposes of fulfilling this Agreement does not transfer ownership rights to such objects but permits their use solely for purposes specified in this Agreement.

7.5. The Customer is prohibited from copying, distributing, or otherwise using materials provided by the Provider under this Agreement for commercial purposes or any purpose other than personal use.

7.6. By accepting the terms of this Agreement, the Customer agrees not to copy or distribute materials provided by the Provider. Any violation of this provision subjects the Customer to liability under this Agreement and Ukrainian law.

8. LIABILITY AND DISPUTE RESOLUTION

8.1. The Parties are liable for failure to fulfill or improper fulfillment of obligations under this Agreement in accordance with Ukrainian law and the provisions of this Agreement.

8.2. If the Customer violates obligations specified in clauses 5.3.1 through 5.3.11 and 5.4.1 through 5.4.9, the Provider has the right to block the Customer's access to the Website.

8.3. The Provider makes every effort to ensure the accuracy and reliability of the information presented on the Website but is not responsible for any errors or inaccuracies.

8.4. The Provider is not liable for disruptions caused by external circumstances, such as technical failures, hacker attacks, or force majeure, that may result in unauthorized access to the Customer's data.

8.5. In case of a breach of obligations under this Agreement, the aggrieved Party must send a written claim to the other Party.

8.6. All claims must be submitted via the Provider's email, accompanied by a scanned copy of the signed claim using an electronic signature, followed by mailing the original to the Provider's physical address.

8.7. Unresolved disputes are subject to resolution in accordance with Ukrainian law.

9. TERM OF THE AGREEMENT AND OTHER CONDITIONS

9.1. This Agreement comes into effect upon the Customer's acceptance of the offer and remains valid until the Parties fulfill their obligations in full.

9.2. The Agreement may be terminated by the Parties as provided by Ukrainian law, as well as in the following cases:

9.2.1. Unilaterally, at the initiative of the Provider, if the Customer violates the terms of this Agreement, intellectual property rights, or related rights of the Provider regarding the programs and materials. In such cases, the payments made by the Customer under this Agreement are non-refundable and are treated as a penalty for the Customer's actions;

9.2.2. Unilaterally, at the initiative of the Provider, if the Customer violates the rules of conduct while receiving Services under this Agreement, such as inciting interethnic hatred, spamming, posting advertisements, using offensive language, or showing disrespect towards the Provider or other Customers. In such cases, the payments made by the Customer under this Agreement are non-refundable and are treated as a penalty for the Customer's actions.

9.3. The Provider has the right to amend this Agreement without the Customer's consent or notification.

9.4. A new version of the Agreement becomes effective upon its publication on the Website unless otherwise specified in the updated version.

9.5. This Agreement is governed by Ukrainian law. Any disputes related to the implementation of this Agreement will be resolved by the appropriate court in accordance with Ukrainian law.

9.6. Communication should be conducted via the following email address: info@loveyourselftherapy.online.

9.7. All matters not regulated by this Agreement will be resolved in accordance with Ukrainian law.

10. PROVIDER'S DETAILS

Sole Proprietor: Oleksandr Andriyovych Oliynyk

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