

OFFER AGREEMENT FOR THE GRANTING OF NON-EXCLUSIVE RIGHTS TO USE THE ONLINE PLATFORM

1. GENERAL PROVISIONS

1.1. This Public Agreement (hereinafter referred to as the Agreement) defines the procedure for granting non-exclusive rights to use the Amakids Online Platform under the Agreement, as well as the mutual rights, obligations and relationship between VF Private Education Ltd, hereinafter referred to as the "Aggregator", Director Volodymyr Fedyy, acting on the basis of the Charter, and the consumer of the services (any natural or legal person), hereinafter referred to as "User", who has accepted the public offer to enter into this Agreement by paying for the Aggregator's services or by actually consuming its services, separately referred to as "Party", and jointly referred to as "Parties".

1.2 This offer is a public offer (hereinafter - the Agreement), full and unconditional acceptance (acceptance) of the terms, which is the implementation of the Customer payment for Aggregator services in the manner set forth in this Agreement.

1.3 The acceptance of the offer means that the User agrees to all the provisions of this offer and is tantamount to concluding this Agreement in writing. The date of conclusion of the agreement is the date of the User's registration on the Amakids online platform or the payment made by the User.

1.4 This Agreement is posted on the Website and in the User's Personal Account on the Online Platform.

2. DEFINITIONS AND TERMS

Website means an internet resource containing information on the Amakids Online Platform, the Courses and their fees, as well as the procedure for granting non-exclusive rights to use the Online Platform, located on the Internet at <http://amakids.com/>.

The Amakids Online Platform (hereinafter referred to as Online Platform) is a multifunctional Online Platform located on the Internet at <https://platform-amakids.eu/>. User Interface of the Online Platform - is the software interface for the interaction between User and its Customers via the Online Platform, enabling their remote interaction via the Internet, including, but not limited to (used if provided for in the Course program): audio and video communication, lesson plans, online simulators and learning games, CRM system (managing the schedule of training sessions by trainers, compiling and checking the Customer's homework, setting up interactive online simulators for the material studied). The User accesses the interface of the Online Platform after their Authorization through an Internet browser or Amakids Application (if provided for by the Online Platform). The user interface of the Online Platform contains the following information:

- The name of the trainer(s) providing services to Clients;
- Names of the Customers who are being trained by the User using the Online Platform;
- E-mail addresses and phone numbers of the trainers and Clients for contacting them;
- Statistical data and other information about the Customer and the Coach, which is necessary for the User to provide the Services using the Online Platform.

Course - the Aggregator's authoring program (methodology), which consists of a series of distance learning sessions using the Online Platform and information that is available on the Website and in the personal account on the Online Platform.

User - an individual entrepreneur, legal entity or natural person who is a customer of the Aggregator's services under this Agreement and is responsible for all activities performed through the User interface of the Online Platform.

Customer - a natural person or a legal representative of a person under the age of majority who has entered into an agreement with the User for the provision of services via the Online Platform and to whom the User has granted access to the Customer's Personal Account (access type "Apprentice") on the Online Platform.

Confidential Information means any information, in any form or medium, to which the User/Customer has gained access in accordance with this Agreement.

Amakids App - a software product for mobile devices (Android or iOS), the functionality and interface of which is designed to work on the Online Platform via the touch screen or buttons of the mobile device (used if provided by the Online Platform).

Authorization data - data for accessing the Online Platform, including the link to the Online Platform, login and password allowing to identify and authorize the User, which the User receives within 2 working days after making the payment under this Agreement;

Authorization - the procedure of entering the Authorization Data in the Client Interface of the Online Platform to identify the User/Customer and gain access to the Personal Area to use the Online Platform.

Technical Support - the elimination of technical problems arising in the area of responsibility of the Aggregator in connection with the granting of non-exclusive rights to use the Online Platform.

Registration Fee - a one-time fixed non-refundable amount payable to the Aggregator for the non-exclusive right to use the Online Platform for the selected Course, the amount of which is specified in the Aggregator's Price List posted on the Website and in the Personal Account on the Online Platform.

Subscription Fee - a non-refundable recurring fee payable to the Aggregator for the use of the Online Platform at the selected Course, the amount of which is specified in the Aggregator's Price List posted on the Website and in the Personal Account on the Online Platform.

3. AGREEMENT SUBJECT

3.1. The subject of this Agreement is the provision by the Aggregator to the User and its Customers of services for the provision of non-exclusive rights to use the Online Platform on the terms and conditions of this Agreement.

3.2 After the User has paid the Registration Fee for the selected Course, the Aggregator provides the User with remote access to the Online Platform for the paid Course by sending the Authorization Data to the User's email address for Authorization on the Online Platform.

3.3 Access to the Customer's Personal Area on the Online Platform is provided by the Aggregator on condition that the User or Customer pays the subscription fee for the use of the Online Platform for the selected Course by sending the Authorization Data to the User's and/or Customer's email address for the possibility of Authorization on the Online Platform.

4. THE COST AND SETTLEMENT PROCEDURE

4.1. The Registration Fee for the selected Course is paid by transferring funds by the User to the Aggregator's current account in the amount of 100% (One hundred percent) of the Registration Fee specified in the Aggregator's Price List.

4.2 The Subscription fee for the use of the Online Platform for each Client is paid by transferring to the settlement account of Aggregator 100% (One hundred percent) of the Subscription fee for each Course stated in the price list of the Aggregator.

4.3 To perform obligations under this Agreement, all payments shall be made in euros via bank transfer or any other payment method permitted by law from those accepted by the Aggregator and specified in the Personal Account on the online platform. The choice and use of the payment method is at the discretion of the User or the Customers without any responsibility of the Aggregator.

4.4 Payments are deemed made when the Aggregator receives confirmation from the bank that the full amount of payment has been credited to the account of the Aggregator. In some cases at the discretion of the Aggregator, the following may serve as proof of payment: a) scanned copy of the payment order in case of cashless payment; b) verification by the Aggregator of payment through the payment system in case of electronic payment.

4.5 The Parties hereby agree that the Subscription Fee paid to the Aggregator for the use of the Online Platform is not refundable to the User or the Customer, and the service is deemed provided at the moment the Subscription Fee is paid into the current account of the Aggregator.

4.6 Granting the rights to use the Online Platform is considered duly performed by the Aggregator and accepted by the User if the Aggregator has not received a reasoned written objection from the User within 7 (seven) days. After the expiry of the above-mentioned period, no claims of the User regarding defects in the use of the Online Platform, including the quantity (volume), cost and quality, are accepted. Acceptance certificates and other closing documents are not drawn up, and the services are deemed rendered at the moment the relevant payment is made to the Aggregator's current account.

5. TERMS OF SERVICE

5.1. The User independently uses the functionality of the Online Platform, prepares and edits Customer and trainer data, homework for Customers, including making/changing settings for the use of online simulators to reinforce the acquired knowledge.

5.2 After the conclusion of this Agreement, the Aggregator is entitled to verify (either by itself or through a third party) the Customer's data provided by the User (name, details/passport and contact details) for correctness/consistency with the Customer's data, and to perform activities using the Online Platform only by the Aggregator's certified trainers. In the case of activities using the Online Platform by uncertified coaches (or by third parties using the Authorization Data of certified coaches), the Aggregator is entitled to unilaterally suspend the use of the Online Platform and/or terminate this Agreement.

5.3 The Aggregator reserves the right:

5.3.1 Suspend the provision of access to the Online Platform and/or unilaterally terminate this Agreement with the User in the event that:

a) The User is in arrears in payment of the Aggregator's services, in particular if the User has violated the payment deadline for the relevant payment;

b) If during an audit it is determined that activities are being performed by non-certified trainers (or third parties using the Authorization Data of certified trainers) using the Online Platform.

5.4 Aggregator ensures the privacy of the User/Customer in accordance with the terms of the Privacy Policy posted by Aggregator on the Website.

5.5 The User is solely responsible for the safety and confidentiality of the Authorization Data. All actions performed on the Online Platform using the User's Authorization Data are deemed to have been performed by the User. The User is solely liable to third parties for all actions taken using the Authorization Data of the User. The Aggregator is not responsible for the unauthorized use of the User's Authorization Data by third parties.

5.6 The User acknowledges that only the data available on the Online Platform or the Site is used for the performance of the Agreement, in particular for the calculation of the Subscription Fee for the use of the Online Platform.

6. AGGREGATOR RIGHTS AND OBLIGATIONS

The Aggregator undertakes:

6.1 Grant the User a non-exclusive right to use the Online Platform in the manner and on the terms and conditions defined in this Agreement.

6.2 When providing services under the Agreement, to enable the User's access to the Online Platform via the User Interface using the Authorization Data of the User. Aggregator is not liable in case the User is unable to access the Online Platform for reasons beyond the Aggregator's control.

The Aggregator is entitled:

6.3 Temporarily suspend the provision of access to the Online Platform for technical, technological or other reasons preventing the provision of the Services, for the period of elimination of such reasons.

6.4 Suspend the provision of the Services under the Agreement and/or terminate the Agreement unilaterally out of court by notice to the User in cases of violation of obligations and/or guarantees established by this Agreement.

6.5 Require the User to provide the Aggregator with the information necessary for the provision of services by the Aggregator, the list of which is specified in the application form when registering on the Online Platform, as well as to pay the fees under the terms and conditions set forth in this Agreement.

6.6 To change and supplement this Agreement, its Appendices and other documents posted on the Internet in connection with the conclusion or performance of this Agreement, without the User/Customer approval, ensuring that the changes and additions are posted on the Online Platform in the personal account.

6.7 Set and/or change the amount of the Registration Fee and the Subscription Fee for each Course (Aggregator's Price List) unilaterally and at any time by posting the relevant information on the Website and in the User's and Customer's account on the Online Platform.

6.8. Refuse to provide services to the User if the latter fails to comply with any of the provisions of this Agreement.

7. USER RIGHTS AND OBLIGATIONS

The User undertakes to:

7.1 Independently enter the correct Customer Data with the appropriate format, ready for automatic import, by the form on the Online Platform.

7.2 When using the Online Platform, comply with all of the Aggregator's requirements for the conditions of its use under this Agreement, as well as all applicable rules and requirements of applicable law, including intellectual property law.

7.3 Prior to the commencement of the provision of services to Clients using the Online Platform, train and certify the trainer(s) for each Course used. A trainer who has completed the relevant training and has successfully acquired certification by the Amakids' training regulations, shall be entitled to provide services using the Online Platform for the Course. The cost of training of trainers is specified in the price list of the Aggregator placed on the Website and in the Personal Account on the online platform.

7.4 Not to abuse the opportunities provided, to use the Online Platform under the Agreement, and not to perform actions that affect the normal operation of the Online Platform, in particular, not to reproduce the intellectual property object on the Online Platform on its own or by engaging third parties in bad faith, i.e. to make one or more copies of the work or its part in any material form, including audio or video recordings.

7.5 To pay the established payments under the Agreement within the periods specified in the Agreement. The Customer shall have the right:

7.6 To obtain the non-exclusive right to use the Online Platform for the selected and paid-for Course in the manner prescribed in the Agreement.

7.7 To use the entire functionality of the Online Platform after the Registration Fee for the selected Course has been paid.

7.8 To change the Customer's data (including the number of data) at any time in compliance with all the requirements stipulated in the Agreement.

8. WARRANTIES

8.1. During the term of the Contract, the Aggregator will do its best to eliminate any failures and errors, should they occur, as soon as possible. However, the Aggregator does not guarantee that possible errors and failures will not occur during the use of the Online Platform, including the operation of the software.

8.2 Except the warranties explicitly stated in the text of this Agreement, the Aggregator makes no other explicit or implicit warranties under the Agreement and expressly disclaims any warranties or conditions regarding non-infringement, compliance of the functionality of the Online Platform with the specific purposes of the User.

8.3 By agreeing and accepting the terms of this Agreement, the User represents and warrants to the Aggregator:

8.3.1 The User has provided truthful data, including personal data, when registering on the Online Platform as a User and truthful data provided by Customers, including personal data, when registering a Customer on the Online Platform.

8.3.2 The User enters into the Agreement voluntarily, and the User

a) is fully acquainted with the terms of the Agreement;

b) Fully understands the subject matter of the Agreement;

c) Fully understands the meaning and consequences of his actions about the conclusion and execution of the Agreement.

8.3.3. The User has all the rights and powers necessary to enter into and perform the Agreement.

9. LIABILITY AND LIMITATION OF LIABILITY

9.1. For non-performance or improper performance of his obligations under this Agreement, the party at fault shall be liable by the applicable laws of the Republic of Cyprus, subject to the terms and conditions of this Agreement.

9.2 In no event shall the Aggregator be liable under the Contract for:

a) Any action/inaction resulting directly or indirectly from the actions/inaction of the User and/or third parties;

b) Any indirect damages and/or loss of profit of the User and/or third parties, whether or not Aggregator could have foreseen the possibility of such damages;

c) improper performance of this Agreement if the improper performance is a consequence of unreliability, insufficiency, or untimeliness of the information provided by the User for the performance of the Agreement, as well as due to other breaches of the terms of this Agreement by the User;

d) Use (inability to use) and any consequences of use (inability to use) the User's chosen form of payment under the Agreement, as well as use/inability to use any means and/or methods of transmission/reception of information by the User and/or third parties.

9.3 The User and the Customer shall be fully responsible for:

a) Compliance with all requirements of intellectual property and competition law;
b) The truthfulness of the information provided by him/her when registering as a User on the Online Platform and the truthfulness of the warranties and representations of the User contained in chapter 8 of this Agreement.

9.4 The User undertakes to resolve all disputes and settle all claims of Customers and third parties related to the provision of services to them via the Online Platform at their own expense.

9.5 The Aggregator does not bear any responsibility for the results of commercial activities resulting from the use of the Online Platform by the User in its activities, such as loss of profit by the User or indirect or direct losses of the User.

10. DISPUTE RESOLUTION

10.1. All disputes and disagreements under this Agreement will be resolved by negotiation based on the applicable laws of the Republic of Cyprus and the customs of business.

10.2 The Agreement, its conclusion, and execution shall be governed by the applicable laws of the Republic of Cyprus. All matters not settled by negotiation or not settled in full shall be governed by the substantive law of the Republic of Cyprus. If any disputes between the Aggregator and the User regarding the Agreement are not resolved through negotiations between the Parties, they shall be considered in the manner prescribed by the applicable law of the Republic of Cyprus.

11. PERSONAL DATA PROCESSING

11.1. By registering on the Online Platform, the User and Customer confirm their consent to the processing of the following personal data by the Aggregator: Name, contact telephone number, and e-mail address.

11.2 The processing of personal data is carried out by the Aggregator for the provision of services, information on services, loyalty campaigns, for marketing, and other commercial purposes, as well as for compliance with the requirements of the European Union legislation.

11.3 The User and the Client give their consent to perform any actions about their data that are necessary to achieve the above purposes, including collection, systematization, accumulation, storage (electronically and in hard copy), clarification (update, change), transfer, depersonalization, blocking, destruction, as well as performing any other actions with personal data subject to applicable legislation.

11.4 Consent to the processing of personal data shall be granted for the entire term of this Agreement.

11.5 Aggregator shall process and maintain the confidentiality of personal data by the requirements of applicable European Union legislation.

12. EXCLUSIVE RIGHTS

12.1. All objects accessible via the Online Platform, in the Personal Account on the Online Platform or the Amakids App, including the software code, design elements, text, graphics, illustrations, videos, teaching and learning materials, computer programs, means of individualization (brand names, trademarks, service marks, commercial designations) and the rights to the Course programs (methods) - as works, databases and other objects as well as any content are subject to the exclusive rights of the Aggregator or the ISP.

12.2 The use of the content as well as any other elements is only possible under this Agreement. The User is granted a non-exclusive right to use the Online Platform, the Amakids App and any of their services to the extent and for the period provided for in this Agreement. The rights to use the Online Platform, the Amakids App and any of their services are transferred to the User by granting access. No elements, including any content, the content of the Online Platform and the programs (methodologies) of the Courses, in the personal Account or the Amakids App may be used in any other way without the prior permission of the Aggregator. Use includes, but is not limited to reproduction, copying, processing, distribution on any basis, framing, etc. Exceptions are those expressly provided by the laws of Cyprus.

12.3 This Agreement contains the terms and attributes of a license agreement, and payment for Aggregator's services includes Aggregator's royalty for the provision of the non-exclusive right to use the Online Platform.

12.4 The Online Platform, the Amakids Application and all of their services are provided on an "as is" basis. The Aggregator does not guarantee their availability at any time. The User has no right to request any changes to the Online Platform, the Amakids App and their services.

12.5 The Aggregator is not responsible for the User's expectations about the results of the use of the Online Platform, the Amakids App and their services, for their suitability, and does not guarantee that they meet any specific requirements of the User or that their sections can be adjusted (changed) by the User's preferences. Nor does the Aggregator guarantee that the Online Platform, the Amakids App and their services are completely free of defects and errors and shall function smoothly and without fail.

12.6 The use of the Online Platform, the Amakids App and their services is carried out by the User exclusively on their responsibility and at their own risk. The Aggregator does not guarantee the smooth functioning of the Online Platform, the Amakids App and their services and is not responsible for any damage caused to the User as a result of using them. The Aggregator is not liable for the risk of adverse consequences that will or may arise as a result of non-compliance of the equipment, software or communication channels used by the User or the Customer with the established requirements for the protection of personal data against unauthorized (illegal) infringement by third parties.

12.7 The User is not entitled to use the Online Platform, the Amakids App and their services for sending advertising messages and other activities not directly related to the use of the Online Platform, the Amakids App and their services.

13. FORCE MAJOR

13.1. In the event of force majeure circumstances (force majeure) which could neither be foreseen nor prevented by reasonable actions of either Party (strikes, natural disasters, weather conditions affecting work, military actions, orders of the authorities, epidemics, terrorist acts or threats of terrorist acts, etc.), the fulfillment of the obligations of the Parties hereunder shall be postponed for as long as the circumstances of force majeure apply.), the performance of obligations of the Parties hereunder shall be postponed for as long as the circumstances of insuperable force shall last, but not longer than for 3 (three) calendar months. After the expiration of this term, unless the Parties have agreed otherwise and force majeure circumstances continue to operate, the Parties shall be released from the performance of obligations under this Agreement.

13.2 The Party for which it has become impossible to perform its obligations hereunder due to force majeure shall notify the other Party of the occurrence (and cessation) of the said circumstances within 3 (three) days at the latest, from the moment of discovery of the occurrence (or cessation). Failure to notify or untimely notification of the said circumstances shall deprive the Party of the right to refer to any of these circumstances and shall not release the Party from liability under this Agreement.

14. OTHER CONDITIONS

14.1. This Agreement shall enter into force upon acceptance of this offer agreement and shall remain in force until the Parties have performed their obligations in full.

14.2 The rights and obligations under this Agreement may not be transferred or assigned by a Party to a third party without the prior written consent of the other Party to do so.

14.3. The Parties undertake to observe the regime of commercial secrecy and confidentiality concerning all information transferred under the Agreement.

14.4 The Parties acknowledge themselves to be bound by the obligations provided for in this Agreement and its completeness and supersede all previous agreements between them in respect of the Subject matter of the Agreement, whether in writing or orally.

14.5 In all matters not settled by this Agreement, the Parties shall be governed by the applicable laws of the Republic of Cyprus.

14.6 Documents transmitted by fax as well as by e-mail to the addresses specified by the User when registering on the Online Platform and in the Agreement shall have full legal force and effect.

15. AGGREGATOR DETAILS

VF Private Education Ltd.

Registration No. / VAT: HE 385788

Address: Marathonos 3, MALI HOUSE, 8011, Paphos, Cyprus

Name of Bank: Bank of Cyprus, International Business Unit

Account Number: 3570 2961 6162

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