

PUBLIC OFFER AGREEMENT

This Agreement, in which Individual Entrepreneur Hanna Ihorivna Oliushyna (hereinafter referred to as the “Contractor”), on the one hand, and any person who has accepted (acceded to) this offer (hereinafter referred to as the “Customer”, “Client”), on the other hand, jointly referred to as the “Parties”, and individually as a “Party”, have entered into this Public Agreement (hereinafter referred to as the “Agreement”), addressed to an unlimited number of persons, which is an official public offer of the Contractor to conclude with any Customer an agreement for the provision of services for testing football skills and creating a player profile. By ordering and paying for the Services, Customers accept the terms of this Agreement as follows.

1. GENERAL PROVISIONS

1.1. This Agreement is concluded by providing full and unconditional consent (acceptance) by the Customer to conclude the Agreement in full, without signing a written copy of the Agreement by the Parties.

1.2. The Agreement has legal force in accordance with Articles 633 and 634 of the Civil Code of Ukraine and is equivalent to an agreement signed by the Parties.

1.3. The Customer confirms that they have read and agreed to all terms of this Agreement in full by means of acceptance.

1.4. Any of the following actions shall be considered acceptance of this Public Offer Agreement:

- registration of the Customer on the Contractor’s online platform (website and/or mobile application), creation of a child profile and/or placing an Order for the Contractor’s Services;
- payment for the Contractor’s Services under the terms and in the manner specified in this Agreement and posted on the Contractor’s online platform;
- written notification (including electronic form via email) from the Customer confirming acceptance of this Agreement sent to the Contractor’s email address.

1.5. By entering into this Agreement, the Customer automatically agrees to the full and unconditional acceptance of the provisions of this Agreement, prices for Services, and all annexes which are integral parts of the Agreement.

1.6. In case of disagreement with the terms of this Agreement, the Customer shall not have the right to conclude this Agreement or use the Contractor’s Services.

2. TERMS AND DEFINITIONS

2.1. “Public Offer Agreement” — this public offer agreement for the provision of football skills testing services, creation and maintenance of a player profile, concluded between the Contractor and the Customer by acceptance.

- 2.2. “Contractor” — Individual Entrepreneur Hanna Ihorivna Oliushyna, who provides Services under this Agreement via the online platform.
- 2.3. “Customer” — any legally capable individual who is a legal representative of a child (parent, adoptive parent, guardian or custodian), accepts this Agreement and orders Services in the interests of the child.
- 2.4. “Child / Player” — a minor individual aged from 8 (eight) to 18 (eighteen) years, for whom a profile is created on the Platform and to whom Services are provided under this Agreement.
- 2.5. “Platform” — a set of software and informational tools operating as a website and/or mobile application of the Contractor, intended for the provision of Services, storage of information, and interaction between the Contractor and the Customer.
- 2.6. “Services” — a set of services provided by the Contractor under this Agreement, including but not limited to: football skills testing, recording of results, creation and maintenance of a player profile, storage of photo and video materials, and display of the player’s development dynamics.
- 2.7. “Testing” — a set of sports exercises and tasks aimed at assessing the physical, technical, and game skills of the player (speed, coordination, ball control, jumping ability, etc.), conducted by coaches engaged by the Contractor.
- 2.8. “Player Profile (Profile)” — a personalized page on the Platform containing information about the player, testing results, video materials, and reflecting the dynamics of football skill development.
- 2.9. “Coach” — an individual with appropriate qualifications engaged by the Contractor to conduct player testing on a contractual basis.
- 2.10. “Service Order” — actions of the Customer aimed at obtaining Services, including selecting a tariff, submitting a testing request, and/or paying for Services through the Platform.
- 2.11. “Tariff” — the cost and scope of Services determined by the Contractor and posted on the Platform.
- 2.12. “Personal Data” — any information directly or indirectly related to the Customer and/or the child and processed by the Contractor under this Agreement in accordance with the legislation of Ukraine.
- 2.13. “Video Materials” — photo and video recordings of the testing process and results created during the provision of Services and stored on the Platform.
- 2.14. “Acceptance” — full and unconditional acceptance by the Customer of the terms of this Agreement by performing the actions provided for in clause 1.4 of this Agreement.

3. SUBJECT OF THE AGREEMENT

3.1. Under this Agreement, the Contractor undertakes to provide the Customer with services for testing the football skills of the child, creating and maintaining a player profile on the Contractor's online platform, and the Customer undertakes to accept and pay for such Services under the terms of this Agreement.

3.2. Services are provided exclusively in the interests of a child aged 8 to 18 years, whose legal representative is the Customer.

3.3. Within the scope of this Agreement, the Contractor provides, in particular, but not exclusively, the following Services:

3.3.1. Organization and проведение testing of football skills;

3.3.2. Recording of testing results;

3.3.3. Creation, completion, and maintenance of the player profile on the Website;

3.3.4. Storage and display of photo and video materials;

3.3.5. Display of the dynamics of football skill development.

3.4. Testing is conducted by coaches engaged by the Contractor on a contractual basis, at times, places, and in formats determined by the Contractor.

3.5. Services under this Agreement are not medical, educational, training, or rehabilitation services and do not involve making medical diagnoses or providing medical recommendations.

3.6. The Contractor is not a football agent, intermediary, or representative of football clubs and does not guarantee contracts, trials, transfers, or any other sporting results.

3.7. Testing results are informational and analytical in nature.

3.8. The Customer acknowledges that results depend on factors beyond the Contractor's control.

3.9. The Contractor may change the scope of Services without worsening already paid Services.

4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

4.1. The Contractor shall have the right to:

4.1.1. Independently determine the form, methods, procedure, сроки, place, and format of providing the Services, including the conduct of testing, taking into account the specifics of the Services.

4.1.2. Engage third parties, including coaches and specialists, in the provision of the Services without obtaining additional consent from the Customer.

4.1.3. Make changes to the scope, content, price, and terms of the Services by publishing relevant information on the Website, provided that such changes do not apply to Services already paid for by the Customer.

4.1.4. Temporarily restrict or terminate the Customer's access to the Website in the event of a breach of this Agreement, the Website usage rules, or applicable legislation of Ukraine.

4.1.5. Refuse to provide the Services in the event that the Customer provides false information, fails to confirm their status as a legal representative of the child, or violates the terms of this Agreement.

4.1.6. Collect, store, and process the personal data of the Customer and the child to the extent necessary for the performance of this Agreement, in accordance with the legislation of Ukraine.

4.1.7. Use aggregated and anonymized testing data for analytical and statistical purposes.

4.2. The Contractor shall:

4.2.1. Provide the Services in accordance with the terms of this Agreement and the information published on the Website.

4.2.2. Ensure the organization and conduct of testing in compliance with general safety requirements and taking into account the child's age.

4.2.3. Ensure the recording of testing results and their display in the player's profile on the Platform.

4.2.4. Ensure the protection and storage of personal data of the Customer and the child, and restrict access to such data by third parties, except in cases предусмотренных applicable legislation of Ukraine or this Agreement.

4.2.5. Provide the Customer with access to the player's profile during the term of this Agreement and in accordance with the selected tariff.

4.2.6. Inform the Customer about material changes to the terms of the Services by publishing relevant information on the Platform.

4.2.7. Not disclose the child's personal data to third parties without the Customer's consent, except in cases expressly provided for by the legislation of Ukraine.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer shall have the right to:

5.1.1. Receive the Services in accordance with the terms of this Agreement and the selected tariff.

5.1.2. Access the player's profile, testing results, and video materials within the functionality of the Website.

5.1.3. Receive information regarding the terms, procedure, and сроки of the provision of the Services via the Website.

5.1.4. Contact the Contractor regarding matters related to the provision of the Services in the manner and by the means determined by the Contractor.

5.1.5. Cease using the Website at any time, subject to the terms of this Agreement regarding paid Services.

5.2. The Customer shall:

5.2.1. Be the legal representative of the child and have all necessary authority to enter into this Agreement in the interests of the child.

5.2.2. Provide the Contractor with accurate, complete, and up-to-date information about themselves and the child necessary for the provision of the Services.

5.2.3. Ensure the child's timely attendance at testing at the time and place specified by the Contractor.

5.2.4. Ensure the child's proper physical condition for participation in testing and inform the Contractor of any medical contraindications or limitations.

5.2.5. Ensure that the child complies with the rules of conduct, safety requirements, and the coach's instructions during testing.

5.2.6. Pay for the Contractor's Services in a timely and full manner in accordance with the terms of this Agreement and the selected tariff.

5.2.7. Not violate the Contractor's intellectual property rights, including not copying, distributing, or using Website materials without the Contractor's consent.

5.2.8. Not perform actions that may hinder the provision of the Services or disrupt the operation of the Platform.

5.2.9. Acknowledge that the testing results are informational in nature and do not guarantee the achievement of sports results or the conclusion of contracts with football clubs.

5.2.10. The Customer confirms that they have the right to give consent for the creation of video materials of the child and their storage on the Platform, and also agrees that such materials may be used by the Contractor exclusively for the purpose of providing the Services.

6. ORDER PLACEMENT PROCEDURE

6.1. To place an Order for Services on the Website, the Customer shall perform the following actions:

6.1.1. Register on the Contractor's Website by completing all required fields of the registration form and confirming their email address or phone number.

6.1.2. Accept the terms of this Agreement by way of acceptance (actions предусмотренные clause 1.4 of this Agreement).

6.1.3. Pay for the Services in accordance with the selected tariff through integrated payment services available on the Website.

6.2. The Order shall be deemed placed upon successful payment or upon confirmation by the Contractor of receipt of the Service request.

6.3. After placing the Order, the Customer shall receive confirmation of acceptance of the Order in the form of an email or a notification on the Website.

6.4. The Contractor reserves the right to уточнювати or refuse to accept the Order in the following cases:

6.4.1. Provision of inaccurate or incomplete information by the Customer;

6.4.2. Inability to organize testing within the specified timeframe;

6.4.3. Violation by the Customer of the terms of this Agreement.

6.5. The Customer acknowledges and agrees that placing an Order constitutes acceptance of the Public Offer Agreement and creates obligations to pay for and comply with the terms of this Agreement.

7. PRICE OF THE AGREEMENT AND PAYMENT PROCEDURE

7.1. The price of the Services shall be determined by the Contractor and indicated on the relevant page of the Website. The total Agreement price (Order value) is determined by adding the prices of all Services selected by the Customer.

7.2. The cost of the Services shall be determined by the Contractor independently and communicated to the Customer by publishing information on the Website, in price lists, service descriptions, invoices, or by other means that do not contradict the legislation of Ukraine.

7.3. The Customer shall pay for the Services in the national currency of Ukraine — hryvnia (UAH).

7.4. Payment for the Services shall be made in the form of 100% prepayment unless otherwise предусмотрено by the terms of the respective Order or a separate agreement between the Parties.

7.5. Payment for the Services shall be made in a non-cash form by transferring funds to the Service Provider's bank account, through payment services, payment systems, or other payment methods available on the Service Provider's Website.

7.5.1. Payment for the Services through the Service Provider's Website shall be made to the bank account of Sole Proprietor Hanna Oliushyna, Tax ID No. 3251009126.

7.6. The moment of payment for the Services shall be deemed the moment when the funds are credited to the Service Provider's current account.

7.7. If the Customer fails to pay for the Services within the сроки and in the manner specified by this Agreement and/or the relevant Order, the Service Provider shall have the right to:

7.7.1. Suspend the provision of the Services until full payment is received;

7.7.2. Refuse to provide the Services without such refusal being considered a breach of this Agreement.

7.8. Refunds shall be made in accordance with the terms of this Agreement and the applicable legislation of Ukraine.

7.8.1. If the paid Services cannot be provided within 14 (fourteen) calendar days from the first preferred testing date specified by the Customer due to the fault of the Service Provider, the Customer shall have the right to a refund of the paid funds.

7.8.2. Refunds shall be made within the time limits established by the applicable legislation of Ukraine, but no later than 7 (seven) calendar days from the date the refund decision is made.

7.9. Refunds shall be made using the same payment method by which the payment was originally made, unless otherwise agreed by the Parties.

8. SERVICE DELIVERY PROCEDURE. ACCEPTANCE OF SERVICES

8.1. Services shall be provided after this Agreement enters into force and payment is received.

8.2. Services shall be provided in the form, scope, timeframes, and manner specified in the description of the relevant Service on the Website and in this Agreement.

8.3. The Contractor provides Services by performing actual actions aimed at fulfilling obligations, including but not limited to:

8.3.1. Providing access to online resources, services, or materials;

8.3.2. Conducting consultations;

8.3.3. Preparing and delivering results in electronic form;

8.3.4. Providing informational, advisory, or other support;

8.3.5. Analyzing information and materials provided by the Customer.

8.4. The results of the Services shall be communicated to the Customer by:

8.4.1. Granting access to the relevant functionality;

8.4.2. Sending materials electronically;

8.4.3. Publishing materials on the Website or in the Customer's personal account.

8.5. If the Customer fails to use the Services for reasons not attributable to the Contractor, the Services shall be deemed properly provided in full.

8.6. Acceptance of Services shall be carried out without signing acceptance certificates unless otherwise agreed.

8.7. The Services shall be deemed accepted in full and without objections if the Customer does not submit reasoned written objections within 3 calendar days from the date of provision.

8.8. Objections shall be submitted in writing via electronic communication.

8.9. Upon receipt of justified objections, the Contractor shall remedy deficiencies within a reasonable period if caused by the Contractor.

8.10. If no objections are submitted within the specified period, the Services shall be deemed accepted without remarks, and the Contractor's obligations shall be considered fulfilled.

9. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

9.1. The Parties shall be liable in accordance with applicable legislation of Ukraine.

9.2. All disputes shall be resolved through negotiations.

9.3. If unresolved, disputes shall be settled in court under Ukrainian jurisdiction.

9.4. The Contractor shall not be liable for failure or improper provision of Services if caused by circumstances beyond its control, including actions or negligence of the Customer, third parties, or force majeure.

9.5. The Contractor's liability shall be limited to the amount actually paid by the Customer.

9.6. The Contractor shall not be liable for actions of third parties who gained access to information due to the Customer's actions or omissions.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. All materials created by the Contractor within the provision of the Services (including texts, graphics, video, audio, software, databases, training materials, and other content) shall constitute intellectual property and objects of copyright owned by the Contractor.

10.2. The Contractor grants the Customer a non-exclusive right to use such materials solely for personal/internal use and within the purposes defined by this Agreement.

10.3. The Customer shall not have the right to:

10.3.1. Copy, distribute, sell, or transfer the materials to third parties without the prior written consent of the Contractor;

10.3.2. Modify the materials or create derivative works based on them for commercial use, unless otherwise agreed separately.

10.4. Any infringement of the Contractor's intellectual property rights shall result in liability of the Customer in accordance with applicable legislation of Ukraine.

11. FORCE MAJEURE

11.1. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement if such failure results from force majeure circumstances.

11.2. For the purposes of this Agreement, force majeure circumstances shall mean any events arising beyond the control or contrary to the will or intention of the Parties, which could not have been foreseen or prevented, including but not limited to: military actions, civil unrest, epidemics, blockades, earthquakes, floods, fires, as well as decisions or orders of public authorities of the country of residence of the Customer or the Contractor, which impose additional obligations or restrictions on the Parties (or one of the Parties) and make full or partial performance of this Agreement impossible, as well as any other events beyond the control of the Parties.

11.3. If force majeure circumstances continue for more than 3 (three) consecutive months, each Party shall have the right to terminate further performance of this Agreement, and in such case neither Party shall be entitled to compensation for any potential damages.

12. OTHER TERMS OF THE AGREEMENT

12.1. Each Party represents and warrants to the other Party that it has the necessary legal capacity, as well as all rights and authority necessary and sufficient to enter into and perform this Agreement in accordance with its terms.

12.2. Unilateral modification of the Agreement terms by the Customer or refusal by the Customer to perform the Agreement shall not be permitted, except in cases provided for by this Agreement. Neither Party shall have the right to assign its rights and obligations under this Agreement to third parties without the prior consent of the other Party.

12.3. Information provided by the Customer shall be considered confidential. Such information shall be used solely for the purpose of fulfilling the Customer's Order.

12.4. By accepting this Agreement, the Customer voluntarily consents to the collection and processing of personal data, which shall be carried out in accordance with the Privacy Policy published on the Contractor's Website.

12.5. The Contractor shall not be liable for the content or accuracy of information provided by the Customer when placing an Order. The Customer shall be responsible for the accuracy of the information provided.

12.6. The Customer is granted the right to use the Contractor's Services exclusively for their own purposes, without the right to transfer or assign such rights to third parties.

12.7. The Parties undertake to maintain the confidentiality of information obtained during the performance of this Agreement, except where disclosure is authorized in writing by the other Party or required by competent public authorities in accordance with applicable law. In the event of unauthorized disclosure, the responsible Party shall bear liability in accordance with applicable legislation.

12.8. This Agreement is a public agreement of indefinite duration and shall remain in force until terminated by either Party in accordance with this Agreement or applicable law, and in any case until full performance of obligations by the Parties. This Agreement shall be deemed concluded at the location of the Contractor from the moment of acceptance.

12.9. The Contractor shall independently determine the terms of this Agreement and its annexes in accordance with the requirements of applicable legislation of Ukraine. The Contractor shall have the right to amend and/or supplement the terms of this Public Agreement and its annexes, including the rules governing the provision and receipt of Services. The Contractor guarantees that the current version of this Agreement and its annexes published on the Website is valid.

13. CONTRACTOR DETAILS

Contractor

Individual Entrepreneur Hanna Ihorivna Oliushyna

Passport: series KM No. 543679, issued by Suvorov District Department of the Ministry of Internal Affairs of Ukraine in Odesa region on May 30, 2008

Registered address: 63/1 Akademika Zabolotnoho Street, Apt. 150, Odesa, Ukraine

Tax Identification Number: 3251009126

Individual Entrepreneur H.I. Oliushyna

(This Agreement constitutes a public offer and does not require signing)