

Public Offer Agreement

for the Conclusion of a Service Agreement For Providing Access to Informational Materials

Version No. 1 dated 07/22/2024

Published: 07/22/2024

Attention! We strongly recommend reading this offer text!

By making any form of payment or otherwise gaining access to the services, you fully agree to all the terms of service outlined below and conclude the agreement in the manner prescribed by the applicable legislation of the European Union through the acceptance of the public offer.

If you do not accept the terms of this agreement and other regulatory documents to any extent, you will not have the rights to access the service for any purpose.

Individual Entrepreneur “Ann Matrix” (Anna Novitskene), hereinafter referred to as the "executor," addresses this offer (hereinafter referred to as the "offer") to any person (an indefinite circle of persons), hereinafter referred to as the "customer," whose will is expressed either personally or through an authorized representative, by accepting the terms of this offer and/or otherwise expressing the intention to use the services of the executor.

The offer is an official proposal from the executor to conclude a service agreement for providing access to informational materials (hereinafter referred to as the "agreement") and contains all the essential terms of the agreement.

The full terms of the agreement include the text of this offer, as well as the text of the personal data processing policy and the consent to receive marketing information, which are available for the customer to review on the payment page and in the text of this offer.

Acceptance of the offer can be made by the customer through the following actions:

GENERAL PROVISIONS

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To accept through the payment page:

- Checking the agreement with the terms of the offer, the personal data processing policy, and the consent to receive marketing information on the payment page;
- Subsequently paying for the services by any of the methods offered on the payment page by the executor;

By performing actions to accept the offer, the customer guarantees that they are authorized and have the legal rights to enter into contractual relations with the executor.

This offer applies to all informational and consulting services provided by the executor upon customer requests, including services such as consultations, courses, and individual informational materials, information about which is posted on the executor's websites and other resources.

Executor's resources — any available internet resources owned by the executor, including the website, personal accounts on social networks, and other possible internet resources containing information about the executor and owned by them, where the customer has the opportunity to review the text of the public offer, the terms of service provision, formats, and their contents, choose a service, and make a payment.

In the context of this offer and the services provided by the executor, when the customer accepts, an agreement for the provision of services for access to informational materials is concluded between the parties, under which the executor undertakes to provide the customer with access to a course, consultation, and/or other informational materials, determined by the chosen format by the customer, and the customer undertakes to follow the executor's or mentor's recommendations, review the materials, complete tasks, attend consultations, accept the provided services, and pay for them.

All provisions of the offer apply to both the interaction between the customer and the executor in general and individual services provided by the executor, including those posted on the executor's resources.

Services may only be obtained under the terms of this offer. If the customer does not fully accept the terms of the offer, they are not entitled to access the services for any purpose. Obtaining services in violation (non-compliance) of any of the offer's terms is prohibited.

Services are provided under the conditions determined by the executor in this offer, as well as other regulations governing the receipt of services and communicated by the executor to the customer through open access on the executor's resources.

The executor has the right, at their initiative, to refuse/revoke their consent to conclude the agreement on the stated terms to a person who does not meet the

requirements of applicable law or this offer, who has expressed the intention to conclude the agreement by accepting the terms of the offer, at any time, including the period after acceptance has occurred.

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

In the event of a refusal (or withdrawal of consent) to conclude the agreement, the customer is entitled to a refund of the funds paid for the services that have not been rendered.

In case of contradictions between the provisions of this offer and the information provided on the executor's resources, the provisions specified on the executor's resources shall take precedence.

The form of the informational materials, the duration of the services, and other necessary characteristics of the services are determined by the executor. The cost of services and the payment procedure are specified by the executor on the website and payment page and may be changed by the executor at any time.

Regardless of the name under which the customer was granted access to the informational materials, the customer is not entitled to modify and/or delete the name of the informational materials and the executor, copyright notices, and other intellectual property rights, as well as other references to the executor.

Except as expressly provided by this offer or applicable law, the customer does not have the right to perform and/or permit the following actions concerning the informational materials:

- Accessing the informational materials using any technology or means other than those specifically provided by the executor for this purpose;
- Interfering with any security measures associated with the platforms, chats, chatbot, Telegram channel, or informational materials that prevent or restrict the use of the informational materials in the ways specified by the executor;
- Taking actions aimed at destabilizing the functioning of the platforms, chats, attempting unauthorized access to manage the platform, chats, or restricted sections of the informational materials, as well as performing any other actions that may be considered as a network attack;
- Processing or modifying the informational materials;
- Altering, decompiling, disassembling, decrypting, and other actions with the object code of the platforms, chats, aiming to breach the platform's security system, chats from unauthorized use, and obtaining information about the algorithms used in the platform, chats, as well as creating derivative works from the informational materials without the written consent of the executor;
- Performing any actions that limit or hinder the rights of other customers;

- Any other use of the informational materials and services not expressly provided by this offer.

In exercising their right to access informational materials and receive services, the customer undertakes not to violate the rights of the executor and other persons.

The customer receiving the services undertakes to comply with, in addition to this offer, other regulatory provisions approved by the executor.

In the event of an error in the display of the cost of services on the payment page, the cost specified by the executor on the executor's resources shall take precedence.

The customer has the right, at their discretion, to use the services of banks and credit institutions to pay for the executor's services in installments. In this case, commissions, interest, and deductions made by the organization chosen by the customer, resulting in the executor receiving an amount less than indicated on the website, are expenses of the customer, not related to the conclusion of the agreement, and are not subject to reimbursement by the executor in any form, considering that the executor provides other payment options for services that exclude additional costs.

In cases where the customer has chosen the option of paying in the form of bank installments, the parties shall consider the amount of money actually received by the executor as the cost of services when calculating the amounts to be refunded to the customer due to the termination of the agreement.

Refund Policy for Executor's Services:

As a general rule, refunds are not provided for unilateral withdrawal by the customer from the services; transaction cancellations are not allowed, given that the customer is granted a one-time, unlimited right of access to the informational materials.

PAYMENT AND REFUND PROCEDURES

Executor's Rights and Responsibilities:

The executor is responsible for the completeness and timeliness of providing access to the informational materials, as well as for the actual provision of the service paid for by the customer in accordance with the format chosen by the customer; The primary duty of the executor is to provide the customer with the service they paid for, grant access to chats, and answer questions the customer may have on the subject of the provided services, if this is included in the chosen format;

The executor has the right to:

- Reschedule the date of a consultation or group consultation if it cannot be held at the specified time for any reason;
- Record conducted group consultations, as well as personal consultations, for subsequent addition of such recordings to course materials or channels for third-party (other customers) review. Consent to disseminate such information is provided by the customer after gaining access to the course.

Executor's Responsibility

The executor is not liable for the customer's failure to achieve economic or financial results they expected from using the executor's services. The executor is not responsible for contract violations caused by the customer's actions or inactions.

Customer's Rights

The customer is responsible for adhering to the rules of behavior and communication in chats; The customer is obligated to familiarize themselves with the materials to which they have been granted access.

If difficulties arise in mastering the materials, the customer must send requests to the executor for explanations to obtain additional information;

Customer's Responsibility

The customer is responsible for complying with the executor's requirements while receiving services, including meeting agreed deadlines and completing assignments promptly. The customer is responsible for the accuracy and truthfulness of the information provided to the executor. If the information is falsified or inaccurate, the customer cannot claim inadequate quality of services.

The customer is fully responsible for following safety rules when completing assignments. The executor cannot control or verify the customer's adherence to safety rules, so any negative consequences are the customer's responsibility.

Services and Information Materials

Services and information materials are provided "as is". The executor does not guarantee error-free or uninterrupted service or achievement of any particular results from using the services. Services and information materials may periodically change, update, or expand.

The executor is not liable for any damages resulting from the customer's use or inability to use the services or information materials, including direct or indirect consequences caused to the customer and/or third parties.

Responsibility of Parties

Changes and/or additions to the offer are made in accordance with EU law. The executor may, at their initiative, change the offer by posting a new version at least 2 days before it takes effect.

Public posting of the offer changes means publishing information ensuring customers can familiarize themselves with it, including on the executor's website. The effective date of changes is when they are posted on the executor's resources.

The current version of the offer is always available on the executor's website. The customer must check for updates at least once every 2 days to stay informed.

The executor is not liable for any customer losses due to ignorance if they have fulfilled their obligation to disclose planned changes in advance.

If the executor makes changes to the offer that the customer disagrees with, the customer must stop using the materials or services.

A new version of the offer is considered accepted 2 days after it is published unless the executor receives a termination notice from the customer within that period.

PRIVACY POLICY

**Version No. 2 dated 07/22/2024
Published: 07/22/2024**

This Privacy Policy describes how and when Ann Matrix ("I") collects, uses, and shares information when you purchase an item from me, contact me, or otherwise use my services through my websites and services.

You agree that by purchasing an item from Ann Matrix or otherwise interacting with Ann Matrix, you have read, understood, and agree to be bound by all of the terms of this Privacy Policy. If you do not agree, you must leave Ann Matrix immediately.

I may change this Privacy Policy from time to time. If I make changes, I will notify you by revising the date at the top of the page.

This Privacy Policy does not apply to the practices of third parties that I do not own or control. Additionally, I will make every reasonable effort to inform you when I interact with third parties with your information; however, you are solely responsible

for reviewing, understanding, and agreeing to or not agreeing to any third-party privacy policies.

Information I Collect

To fulfill your orders, you must provide me with certain information, such as your name, e-mail address, and the details of the product that you're ordering. You may also choose to provide me with additional personal information from time to time if you contact me directly.

Why I Need Your Information and How I Use It

I collect and use your information in several legally-permissible ways, including:

- As needed to provide my services, such as when I use your information to fulfill your order, to settle disputes, or to provide you with customer support;
- When you have provided your affirmative consent, which you may revoke at any time, such as by signing up for my mailing list or to receive notifications from me;
- If necessary to comply with a court order or legal obligation, such as retaining information about your purchases if required by tax law.

Information Sharing and Disclosure

Protecting my customers' personal information is crucially important to my business and something I take very seriously. For these reasons, I share your personal information only for very limited reasons and in limited circumstances, as follows:

- In the Event of a Business Transfer. If I sell or merge my business, I may disclose your information as part of that transaction, only to the extent permitted by law.
- In Compliance with Laws. I may collect, use, retain, and share your information if I have a good faith belief that doing so is reasonably necessary to: (a) respond to legal process or to government requests; (b) perform legal obligations to which I am bound by agreements; (c) prevent, investigate, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of my customers, or others.

How Long I Store Your Information

I retain your personal information only for as long as necessary to provide you with my services and as otherwise described in my Privacy Policy. However, I may also be required to retain this information to comply with my legal and regulatory obligations, to resolve disputes, and to enforce or perform under my agreements. I generally keep your data for the following time period: one (1) year.

Your Rights

If you reside in certain territories, including the EU, you have a number of rights in relation to your personal information. While some of these rights apply generally, certain rights apply only in certain limited cases. Your rights are as follows:

- Right to Access. You have the right to access and receive a copy of the personal information I hold about you by contacting me using the contact information below.
- Right to Change, Restrict, or Delete. You may also have rights to change, restrict my use of, or delete your personal information. Absent exceptional circumstances (such as where I am required to store information for legal reasons) I will generally delete your personal information upon your request.
- Right to Object. You can object to (a) my processing of some of your information based on my legitimate interests and (b) receiving marketing messages from me. In such cases, I will delete your personal information unless I have compelling and legitimate grounds to continue storing and using your information or if it is needed for legal reasons.
- Right to Complain. If you reside in the EU and wish to raise a concern about my use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local data protection authority.

How to Contact Me

You may reach me with any concerns relating to privacy at anna.novitskene@gmail.com

For purposes of EU data protection law, I am the data controller of your personal information. If you have any questions or concerns, you may contact me at anna.novitskene@gmail.com

INTELLECTUAL PROPERTY RIGHTS

Any use of the executor's intellectual property without their consent is illegal and results in liability as stipulated in this offer and applicable law. Use, whether for profit or not, includes:

- Reproduction of the intellectual property, i.e., making one or more copies of it or part of it in any material form, including audio or video recording.
- Distribution of the intellectual property by selling or otherwise disposing of its copies.
- Public display of the intellectual property, i.e., any demonstration of the original or a copy directly or on a screen using film, slide, television frame, or other technical means, as well as showing individual frames of an audiovisual work without sequence, in a place open to public access or where many people not part of a typical family circle are present, regardless of whether it is perceived at the place of display or elsewhere simultaneously.
- Rental of a copy of the intellectual property.
- Public performance of the intellectual property, i.e., presenting it live or using technical means (radio, television, etc.), as well as showing an audiovisual work (with or without sound) in a place open to public access or where many people not part of a typical family circle are present, regardless of whether it is perceived at the place of presentation or elsewhere simultaneously.
- Broadcasting, i.e., making the intellectual property known to the public via radio or television. This includes any action making it accessible for auditory and/or visual perception, regardless of actual public perception.
- Translation or other modification of the intellectual property. This includes creating derivative works (adaptations, screenplays, arrangements, dramatizations, etc.).
- Making the intellectual property publicly available so anyone can access it from anywhere at any time of their choosing, including via the Internet.

The executor is the sole and full owner of the intellectual rights to commercial designations and trade names used for their own individualization in informational materials. All rights listed in this section of the offer belong to the executor without territorial limitation.

Liability

In case of violation of these terms by the customer or any individual or legal entity using the executor's materials, all measures of liability provided by applicable law (including criminal liability) shall apply.

If the customer or any individual or legal entity using the executor's materials violates these terms, the executor has the right to unilaterally terminate the contract, cease access to the services, and demand a penalty of €5,000 from the violator.