



PUBLIC OFFER CONTRACT

on the provision of information services in online mode

Sakha Republic/ Yakutia

Global Psychological Systems FZE, hereinafter referred to as "the Contractor", offers an interested person, hereinafter referred to as "the Customer", and collectively referred to as "the Parties", to conclude this public offer contract (a contract arising from an offer to the public at large) for the provision of information services in online mode.

TERMS AND DEFINITIONS USED IN THIS PUBLIC OFFER CONTRACT:

Information services (hereinafter referred to as "the Services") within the framework of this Public Offer Contract are services in the form of obtaining information in order to structure knowledge and master the necessary techniques for effective mutual understanding during communication with people in the field of psychology, personal development and growth, improving the quality of life, etc., provided in the form of webinars, courses, trainings, seminars, video-, audio recordings, consultations, tests, e-books, manuals, brochures or in any other form, as with the help of various educational programs for personal computers, online services, e-mail, messengers or other other means, including live broadcasts on the Internet, distribution of information and materials, provision of materials in records provided both directly by the Contractor and with the help of third parties (while the share of services provided directly by the Contractor is predominant).

The list, regulations and terms and conditions of the Services are described on the corresponding Website.

Customer's e-mail address means the e-mail address specified by the Customer in the request for the Service.

The Customer is an individual or a legal entity who has paid for the Service and receives it under the terms of this public offer contract.

Acceptance means full and unconditional acceptance by the Customer of the terms of this Contract made by paying for services on the websites <http://tl.ashahov.ru>, <https://ashahov.ru> and their subdomains, in the manner and on the terms established by this Public Offer Contract.

The Website means a collection of data available for viewing on the Internet at <http://tl.ashahov.ru>, <https://ashahov.ru> and their subdomains.

The Training Platform is an online service that is designed for publishing of materials by the Contractor.

1. GENERAL PROVISIONS AND LEGAL BASIS OF THE PUBLIC OFFER CONTRACT

1.1. The Public Offer Contract is an official offer of the Contractor (offer) to conclude a contract for the provision of paid access to the Services and is published on the Internet on the Contractor's website: <http://tl.ashahov.ru>, <https://ashahov.ru> and their subdomains.

1.2. In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation, in case of acceptance of the terms and conditions set out below and payment for services, the legal entity or individual who accepts this Offer becomes the Customer.

1.3. Full and unconditional acceptance of this public offer contract is the Customer's payment for Services in accordance with Section 3 of this Contract (art. 438 of the Civil Code of the Russian Federation).

1.4. In accordance with p. 3 of art. 438 of the Civil Code of the Russian Federation, the acceptance of this offer is equivalent to the conclusion of a Contract on the terms and conditions set out herein.

1.5. By accepting this Public Offer Contract in the manner specified in clause 1.4 hereof, the Customer guarantees that he/she has read, agrees, fully and unconditionally accepts all the terms of the Public Offer Contract in the form in which they are set out in the text hereof.

1.6. The Contractor has the right to make changes to the terms and conditions of this Public Offer Contract at any time.

1.7. Changes to the terms and conditions of this Public Offer Contract will begin to take effect from the moment they are published on the Website.

1.8. This Public Offer Contract cannot be revoked.

1.9. This Public Offer Contract, while maintaining full legal force, does not require sealing and/or signing by the Customer and the Contractor.

1.10. By accepting this Public Offer Contract, the Customer confirms that he/she has Internet access and has the opportunity to study in online mode, including the opportunity to use the Platform.

1.11. The Customer undertakes to carefully read the text of this Offer and, if he/she does not agree with any item, the Contractor offers to refuse any actions necessary for acceptance or to conclude a personal contract on terms and conditions discussed separately with the Contractor.

2. Subject of the Contract

2.1. The subject of this Offer is the paid provision of the Services to the Customer at the price chosen by the Customer and on the topic selected by the Customer, which the Customer undertakes to accept and pay in accordance with the procedure provided for in this Contract.

3. Terms and procedure for the provision of the Services

3.1. The Services according to the rate selected by the Customer and on the topic selected by the Customer are provided by the Contractor with condition of 100% (one hundred percent) prepayment by the Customer. A different payment procedure is possible in accordance with the terms and conditions of a promotion (special offer), as well as in cases additionally agreed with the Contractor.

3.1.1. The Customer pays the specified and fixed amount of prepayment, after which the Contractor provides the Customer with access to the preparatory materials for the respective Service. After the payment of the relevant Service in full, the Contractor provides the Customer with access to the materials for the paid Service. Depending on the Service selected by the Customer, access to the materials can be provided to the Customer immediately after payment or in stages, which is directly indicated in the description of the Service.

3.2. Payment for the Contractor's services is carried out in one of the following ways:

- by paying via electronic payment systems (Yoomoney and similar);
- by paying through payment terminals or online banking;
- by payment to the Contractor's current account;
- by paying in installments using banking services;
- in other ways by prior agreement with the Contractor.

3.2.1. In case of making a payment using a bank card, the Customer is recommended to use a bank card issued in the name of the Customer. In case of a refund of the paid funds, the refund is made using the same details for which the payment was received, and on the basis of a personal application of the person in whose name the bank card was issued in accordance with the terms of clause 5.4. of this Contract.

3.2.2. In case of non-payment of the cost of the Services within the established time limits, in case of late provision of data for processing the application, or if false data is indicated when processing the application, this Contract is not considered concluded.

3.3. This Contract is a statement of completion and acceptance of the Services. The Services are considered to be rendered with proper quality and on time if there are no written claims of the Customer after the expiration of the service period. The timeline for provision of the Services is indicated on the Website.

3.4. The Contract is considered concluded and enters into force for the Parties from the moment of full payment for the Services by the Customer.

3.5. The Customer's obligation to pay is considered fulfilled from the moment the funds are credited to the Contractor's current account or the Customer provides a supporting document on payment for the Services.

3.6. The Contractor undertakes to provide the Customer with the Services within the time specified on the Website.

3.7. If the Customer does not receive the Services in a timely manner due to their own fault or their own wish, the Services are considered to have been rendered properly. If the Customer do not participate in a webinar in real-time mode, the paid funds are not refunded, while the Customer still has the opportunity to access the webinar recording on the Platform (if such recording exists).

3.8. The Contractor has the right to include the Customer in the mailing list for the future distribution of materials on the Services provided or for the distribution of other information materials.

3.9. The Customer does not have the right to transfer to third parties their access to the materials provided by the Contractor. In case of violation of this clause of the Contract, the Contractor has the right to prohibit the Customer from accessing the Services paid without any refund.

3.10. The Customer agrees that the Contractor provides access to the Services or digital products as it is, and does not have the right to require additional improvement of the Service or product paid for, as well as its individual components, information materials, as well as changes in the rules for providing the Services or access to products described by the provisions of this Contract.

3.11. The terms of the Services provision may also be communicated by the Contractor to the Customer by sending a corresponding notification to the contact e-mail and /or SMS messages to the Customer's contact phone number on the Platform, while the Customer is obliged to independently and in advance check receipt of the notification coming from the Contractor.

3.12. The Contractor has the right to involve third parties in the provision of the Services without obtaining the consent of the Customer at first. Third parties involved are selected at the discretion of the Contractor. The Contractor reserves the right to replace third parties in the provision of the Services, provided that the subject matter, expertise, and list of issues that these engaged third parties will cover are kept.

3.13. If because of changes in life circumstances the Customer can not attend the paid Service, the Customer has the right to transfer the prepayment or the full amount of payment to any other Service, thus fixing the cost of the new service. Additionally, the Customer has the right to postpone the study of the purchased course for another period agreed with Manager. To carry out the transfer, the Customer must notify the Contractor in writing or by phone. The Customer has the opportunity to carry out the transfer before the start of the course, as well as during the course if access to the course materials is no more than 60%. Such a transfer can be carried out no more than once. Should the cost of the Service increase, the Customer undertakes to pay a corresponding extra payment. The Customer agrees that, in case of the Customer's refusal of the Service performed after the transfer, the Service is considered rendered to the Customer and the funds paid by the Customer are non-refundable.

3.14. The access period and conditions for each specific Service are different, depend on the rate selected by the Customer, and are indicated directly in the description of the Service on the Website.

3.15. If necessary, the Customer has the opportunity to extend access to the courses, the terms and conditions for extending access to the courses are published on the Website at the link: file:///C:/Users/User/Downloads/Documents/extension_conditions.pdf

3.16. The Customer, after making payment for the selected Service, undertakes to fill out a questionnaire posted on the Website; follow the recommendations and instructions of the Contractor given to the Customer as part of the provision of the Services; study all information provided by the Contractor according to the order of presentation specified by the Contractor.

3.17. The Customer undertakes not to make recordings unauthorized by the Contractor, including screenshots, photographing recordings and other ways of storing information provided by the Contractor.

3.18. Upon completion of receiving the Service by the Customer, the Contractor (if this is provided for by the description of the Service on the Website) sends the Customer a certificate of completion of the Course to their e-mail address.

3.19. If feedback from the Contractor is included in the Service, the Contractor shall provide it on the Platform within 48 hours of receiving the relevant request from the Customer.

3.20. As part of the provision of the Services under this Contract, the Contractor has the right to hold special promotions, make offers in the form of bonuses for the purchase of the Services by the Customer on the selected topic (hereinafter – the Course). Data on offers, promotions and bonuses that are current as of the date of purchase of the Course are published on the Contractor's website.

The Contractor reserves the right to change the terms of special offers, promotions, and bonuses before they are paid by the Customer.

If the Customer refuses to purchase the Services before the expiration of 14 (fourteen) days from the date of purchase of the Course as part of a special promotion, which provides for the receipt of two courses at the price of one or another offer (bonus offer), when activating access to the bonus course and using it by the Customer, before the start of using the main course, the cost of the bonus course is withheld from the Customer. The payment is refunded to the Customer excluding the cost of the bonus course.

The cost of bonus courses is published on the website in the offer of a specific topic as part of special promotions, offers.

The bonus course, special promotions and offers are not gifts, but are recognized by the parties as incentive bonuses when the Customer purchases the principal Course under the terms of the proposed promotions and offers.

3.21. In order to sell the Services under this Contract on the territory of other countries, the Contractor enters into license agreements under which it grants a non-exclusive right to use intellectual property rights, including the authority to sell (distribute) the Contractor's Services on behalf of and at the expense of a representative in a certain country.

In Ukraine, representatives of the Contractor are sole proprietors (FLP). The relationship between the Contractor and its representatives is regulated by the respective license agreement.

4. Special provisions

4.1. Information transmitted as part of the provision of the Services is the intellectual property of the Contractor and is subject to protection in accordance with the legislation of the Russian Federation. The distribution of information obtained within the framework of the Services for commercial purposes is unacceptable. The Customer undertakes not to copy the records of the Services and not to provide them to third parties or to publish them in the public domain on other websites. The Customer is prohibited from distributing, publishing, posting on the Internet, copying, transferring, or selling to third parties, recording, downloading, making screenshots and photographs of recordings of audio-visual works and other content provided as part of the provision of Services under this Contract. The Customer is prohibited from storing and transferring to third parties the correspondence of other participants of the Service recipients, information, and any materials received under this Contract, making information products based on them, as well as using this information in any other way except for personal use under this Contract.

In case of violation of such obligation, the Contractor has the right to demand compensation from the Customer for losses incurred, as well as compensation for lost profits in accordance with the current legislation of the Russian Federation, as well as a fine of 500,000 rubles.

4.2. In accordance with the requirements of Federal Law #152 FZ of 27.07.2006 "On Personal Data", the Customer (the subject of personal data), accepting the terms of this Public Offer Contract, consents to the processing of all their personal data provided to the Contractor, as well as to their transfer to parties with whom the Contractor has contractual relations for the fulfillment of the conditions this Contract and the provision of services to the Customer. The Customer's personal data are processed in accordance with the legislation of the Russian Federation, as well as in accordance with the Confidentiality Statement, that is the Contractor's internal documents.

4.3. The Contractor has the right to immediately terminate the provision of the Services without any refund in case of aggression or disrespect on the part of the Customer towards the Contractor, other Customers, in case of using profanity and aggression in comments on the Platform, in chat rooms, as well as in cases of inciting ethnic conflicts, distracting other participants from receiving the Services, mailing spam, advertising. The Customer hereby confirms that the prepaid cost of the Services in the cases specified in this clause is recognized by the Parties as a penalty for the Customer's violation of the terms of the Contract and is not returned to the Customer.

4.4. All personal data are processed by the Contractor in accordance with the requirements of Federal Law #152-FZ "On Personal Data" and in accordance with the Confidentiality Statement published on the Website at the link: <https://course.ashahov.ru/confed> .

4.5. The Contractor undertakes to keep and not disclose confidential information that became known to the Contractor from the Customer when providing the Services under this Contract.

5. Liability of the Parties

5.1. If there is no technical possibility of conducting the Service in real-time mode (webinar/ live broadcast/ broadcast), on the part of the Contractor for reasons beyond the Contractor's control: problems with the Internet connection, failures in the work of the partner's technical platform, blackouts, the Contractor undertakes to conduct the webinar/ live broadcast/ broadcast another time and, if the Customer cannot participate at another point of time, provide them with the respective recording.

5.2. The Contractor is not responsible for the impossibility to provide the Services to the Customer due to reasons related to the disruption of the Internet channel, equipment, or software from the side of the Customer.

5.3. For non-fulfillment or improper fulfillment of the obligations under this Public Offer Contract, the Parties are liable in accordance with the current legislation of the Russian Federation.

5.4. The Customer undertakes to send claims, requests, suggestions, etc. by means of electronic correspondence from the email address specified during registration on the website to the e-mail of the Contractor – mail@ashahov.ru . Correspondence in social networks, or in messengers will not be considered committed on behalf of the Customer. A claim is considered to be received by the Contractor provided that the Customer provides a scan of their passport, signed and scanned claim and documents confirming the fact of payment for the Services. An application for a refund is accepted provided that the Customer submits the above documents, as well as the bank details to make the refund.

5.5. The Customer undertakes to send to the Contractor all claims concerning the quality of the Services provided within a period not exceeding 3 (three) days from the date of termination of the access to the provided materials by e-mail mail@ashahov.ru .

If no claims are received by the Contractor, the Services are considered to have been rendered properly and in full.

5.6. The Contractor is not responsible for incorrect (unreliable) information submitted by the Customer during registration or when paying for the Services.

5.7. The Contractor undertakes to provide access to the Service paid within the period established by the terms of Service on the Website.

5.8. At the written request of the Customer, the Contractor undertakes to return to the Customer funds paid by mistake for the Services. The Contractor accepts requests for a refund of the funds paid by the Customer **for the Service provided in real-time mode** no later than 12 hours before the start of the corresponding webinar/ live broadcast/ broadcast. The Customer is obliged to reimburse the actual expenses of the Contractor, including all payment system fees charged when transferring funds to the Contractor's account and from the Contractor's account to the Customer, payment to third parties providing services for processing and maintenance of the Customer's order.

5.9. The Contractor accepts claims for a refund of money paid by the Customer **for the Service** before the Customer receives the materials of any scope. In case when materials are received by the Customer (the fact of familiarization with the materials is documented), the refund is not possible.

5.10. The Contractor accepts claims for the refund of funds paid by the Customer **for the Service, materials for which are provided in stages** during the entire period of the Services provision, in accordance with the conditions specified in clauses 5.10.1 – 5.10.3 of the Contract.

5.10.1. In case of receipt of the request for a refund before the moment of granting access to the first package of materials, the Contractor returns 100% of the cost of the Service minus fees in accordance with clause 5.13 of the Contract.

5.10.2. Applying for a refund provided that 10% of the Service materials are made available - a refund of 80% of the cost of the Service;

Applying for a refund provided that 11% - 30% of the Service materials are made available - a refund of 60% of the cost of the Service;

Applying for a refund provided that 31% - 50% of the Service materials are made available - a refund of 30% of the cost of the Service;

Applying for a refund provided that 51% - 80% of the Service materials are made available - a refund of 10% of the cost of the Service;

Applying for a refund provided that 81% - 99% of the Service materials are made available - a refund of 1% of the cost of the Service;

5.10.3. If possible and with the consent of the Contractor, the Customer has the right to postpone the terms of rendering the Service to a later date instead of returning the money paid.

5.11. The Contractor shall not be liable for the improper quality of the Services if the improper performance is the result of unreliability, insufficiency or untimeness of the information provided by the Customer, as well as due to other violations of the terms of this Contract on the part of the Customer.

5.12. The Contractor is not responsible for the inconsistency of the Service provided with expectations of the Customer and/ or for their perception. Such a discrepancy with expectations and/or a negative perception are not grounds to consider the Services rendered to be of poor quality, or not in an agreed scope.

5.13. In case of refusal of the Services, the Customer is obliged to reimburse the actual costs of the Contractor, including all payment system fees charged when transferring funds to the Contractor's account and from the Contractor's account to the Customer, payment to third parties providing services for processing and maintenance of the Customer's order, as well as other expenses actually incurred by the Contractor in connection with the order and processing the Customer's order.

6. Duration and modification of the Public Offer Contract

6.1. The Contract is considered concluded from the moment the Customer's funds are received as payment in full for the selected training program to the Contractor's settlement account and shall be valid until the Parties fulfill their obligations.

6.2. All disputes and disagreements are resolved through negotiations between the Parties.

6.3. All issues not regulated by this Public Offer Contract are resolved in accordance with the current legislation of the Russian Federation.

6.4. The Parties acknowledge that if any of the provisions of the Public Offer Contract become invalid during the term of its validity due to changes in legislation, the remaining provisions of the Public Offer Contract are binding on the Parties during the term hereof.

6.5. Discretionary refusal of the Service by the Customer is the basis for termination of the Contract concluded with the Customer. The amount paid for the Services rendered is not refundable.

6.6. The receipt by the Customer of a certificate of the Service rendered (if such service is provided by the program of the corresponding Service on the Website) is an agreement of the Parties on the complete termination of the Service and the absence of mutual claims against each other.

6.7. In all matters not covered herein the Parties shall follow the current legislation of the Russian Federation.

7. Result Disclaimer

7.1. All statements about results achieved, as well as examples of achieving high-quality results that can be posted on the Website, are only forecasts of possible results and do not guarantee its achievement.

7.2. User reviews given on the Website are certain achievements of certain people. These results are not typical or guaranteed. The results of the Customer will depend on the decisions and actions taken by the Customer.

7.3. Considering the expected result guaranteed, the Customer also assumes the risk of not achieving it.

7.4. When specifying a certain example of a positive result related to a certain person, this does not guarantee that the Customer will achieve a similar result.

7.5. Any statements and representations posted on the Website regarding the achievement of a possible result are not considered a binding result for every person.

7.6. The result depends on many factors. The Contractor does not have information about how effectively the Customer will use the information given by the Contractor in the future, as well as concerning the Customer personally, the Customer's personal data, the ethical principles used, and we do not guarantee the resulting probability of obtaining any major, minor or any impact at all.

7.7. All of the Contractor's products and Services are intended solely for informational or introductory purposes.

7.8. The Customer must rely on their common sense and good judgement when making decisions concerning relationships with other people. The information published on the Website, the materials provided as part of the provision of the Services are subject to careful analysis and evaluation before making a decision about relationships with other people, subject to reality check.

7.9. By accepting the terms of this Public Offer Contract, the Customer agrees that the Contractor is not responsible for the correctness or inaccuracy of decisions made by the Customer regarding relationships with other people, regarding any information received during the provision of the Services by the Contractor.

8. Banking details:

Global Psychological Systems FZE

Office number 219, 2nd Floor
One UAQ Building
Umm AI Quwain, U.A.E.

Account number: 019100858842

IBAN: AE650330000019100858842

Branch: Dubai Internet City

Swift Code: BOMLAEAD

Bank Routing Code: 2033200101