

Public Offer Agreement on the Provision of Services

This document is an open proposal (hereinafter referred to as an "Offer"), addressed to an indefinite circle of persons — individuals and legal entities — website visitors on the Internet: <https://zaborona.com/> (hereinafter referred to as the "Website") "Zaborona Media", hereinafter called "Contractor" to conclude an agreement on the provision of information services (hereinafter — the "Contract"), the subject and essential conditions of which are listed below:

1. BASIC TERMS AND DEFINITIONS

WEBSITE is an internet resource, as a set on the web pages placed on the internet, united by a single theme, design, and a single address space of the domain <https://zaborona.com/>

ACCEPTANCE — full, unconditional acceptance by the Client of the terms of the Offer via making a money transfer using the payment forms and means posted on the Website, as well as, via transferring funds to the Contractor's current account through bank. The moment of Acceptance is considered the date funds are credited to the Contractor's current account.

CONTRACT — this contract with all annexes and changes is posted on the Website by the link: <https://zaborona.com/>. In accordance with Articles 633, 638, 641 of the Civil Code of Ukraine, this Contract is a public agreement. By accepting the terms set forth in the Offer (acceptance), any capable individual, individual entrepreneur, or legal entity becomes the Customer under this Contract (hereinafter referred to as the "User") and undertakes to fulfill the conditions of this Contract, its annexes, and additional agreements that are an integral part herein. The acceptance of the Offer by the User under clause 2 of the Offer confirms a Contract on the terms of the Offer. The Contractor and the

User are hereinafter referred to as the "Parties," and each individually as a "Party."

The Offer comes into effect from the moment it is posted on the Internet at <https://zaborona.com/> and remains in full force until the Contractor's withdrawal.

2. SUBJECT OF THE CONTRACT

Under this Contract, the "Contractor" provides informational services to the "User" on the Website. The acceptance of the Contract (full confirmation and unconditional acceptance) on the terms of the Offer occurs at the moment of any interaction by the User on the Website, including, but not limited to, registration on the Website, provision of personal data, payment of funds for the provided services, or utilization of the services of the Website/

Any interactions on the Website means that the User is familiar with, understands, and unconditionally accepts the terms of this Offer fully, without any reservations and limitations or exceptions.

The Parties decided that the location of the Contractor is deemed as the place of the Contracts's conclusion.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Contractor shall provide the following services:

- ❖ Access to information (articles, news, statistical data, survey data) on the Website. Provide the services in this Contract independently or with the involvement of third parties, while remaining liable to the User for the quality of the services provided.

- ❖ Preserve any confidential information received from the User during the provision of services under this Contract in accordance with the Privacy and Personal Data Protection Policy posted on the Website;
- ❖ Comply with the requirements of the Ukrainian legislation, including related to the processing, transfer and protection of personal data of Users.

The User has the right to:

- ❖ Fully pay the service fee for provided services by the Contractor in a timely manner under terms of the Contract.
- ❖ To provide the Contractor with required information for sufficient provision of services according to the requirements of the User.

4. AMOUNT AND PAYMENT PROCEDURE

The service fee for information on the Website should be determined on an individual basis by the Parties to this Contract and should equal to the amount of the payment made by the User of the Website.

The User shall make advance payment for the services in the amount of 100% of the service fee via online capabilities implemented on the Website. The payment procedure is defined by the financial agent.

The payment is considered Performed upon receipt of funds on the account of the financial agent.

All costs related to the transfer of funds, including commissions of the banks and financial agent, are borne by the User.

The services provided per an individual order for the User, and therefore the transferred funds are non-refundable. The reporting period for preparation of primary documents for the services provided is set to be one calendar month. The Contractor sends the User primary documents (transfer-acceptance statements) provided that the User provided full required identification information for drafting and provision of such primary documents. In the event that identification data is not fully provided, to obtain the transfer-acceptance statement, the User is required to provide identification data within 5 (five) business days upon the end of the reporting period.

The User should sign and send one copy of the transfer-acceptance statement to the Contractor within 5 (five) calendar days upon receipt. The services are considered due provided and accepted by the User, and settlements are confirmed, unless within 20 (twenty) calendar days upon the end of the reporting period, the User has not sent the Contractor a signed transfer-acceptance statement or a motivated written claim to the initial document.

5. TERM OF THE CONTRACT AND TERMINATION PROCEDURE

5.1. The Contract enters into force upon the User performs the actions provided in Clause 2.

5.2. The Contract may be terminated in the following cases:

5.2.1. Due to the initiative of the Contractor:

In such circumstances, the Contractor shall notify the User with advance written notice at least 5 days before the date of termination.

In the case of termination of the Contract at the initiative of the "Contractor," the unspent balance of the advance payment is returned to the "User," except for cases when the reason for termination is the actions of the "User" that violate the terms of this contract.

5.3. Due to the initiative of the User:

5.3.1. The User is obliged to provide the Contractor with advance written notification. In case of the Contract's termination by the User, the unspent balance on the personal account is nonrefundable.

6. FINAL PROVISIONS

Within execution of this Contract, the Parties shall undertake the terms of the Contract and the legislation of Ukraine.

The Contract should be considered a public offer and an accession agreement (the accession contract is an agreement, where terms are formally established by one of the parties, which can only be concluded by the accept of the second party to the proposed conditions as a whole) under the Civil Code of Ukraine, provided on the Website, hence the designation "**CO ZABORONA MEDIA**" serves as the electronic signature of the Contractor with the same legal force as a handwritten signature.

All proposals or questions regarding this Contract should be sent to:
contact@zaborona.com

The text of the Offer is written in English.

DETAILS OF THE CONTRACTOR

PUBLIC ORGANIZATION

"ZABORONA MEDIA"

Company's number: 41240059

Address: office 139, building 4A, ZOOLOGICZNA STREET, Kyiv, 04119

IBAN: UA533052990000026005046211141

Name of the bank: JSC CB "PRIVATBANK"

