

PUBLIC OFFER FOR SALE OF EVENT TICKETS TO INDIVIDUALS AND TERMS&CONDITIONS

Individual-entrepreneur Dyrvianska Natalia (hereinafter – the “Contractor”), offers to enter into a contract on the terms and conditions set forth below (hereinafter - the **“Terms and Conditions”**) to an unlimited number of individuals, each of which will be hereinafter referred to as the **“Customer”**. These Terms and Conditions is a joinder agreement and governs the legal relations of the Parties in accordance with Article 634 and paragraph 2 of Article 641 of the Civil Code of Ukraine.

By filling in the form for ordering a Ticket, confirming their consent to enter into this agreement and making the appropriate payment, the Customer accepts this offer and agrees to enter into an agreement with the Contractor on the following Terms and Conditions:

1. DEFINITIONS

- 1.1. Customer** - an individual who has accepted the offer and agreed in full and without exception to these Terms and Conditions.
- 1.2. Contractor** - Dyrvianska Natalia, registered as an individual-entrepreneur pursuant to the laws of Ukraine. Contractor’s details are listed in Section 8.
- 1.3. Website** – a web page available on the Internet under the domain name: <https://aiukraine.com/> and any sub-domains of this resource.
- 1.4. Ticket** - access to the Event and related materials provided to the Customer for a fee. The Ticket is a special account on the Website, due to which the Customers get access to the parts of the Website in which they will have access to the Event and related materials. To create such an account (to order the Ticket), the Customers need to fill in an order form and make the appropriate payment. One Ticket is valid for one person.
- 1.5. Event** - online conference organized by the Contractor. The materials of this online conference include online live stream of the conference participants’ speeches, presentations, stream recordings and other videos. More information about the Event is available on the Website.

2. SUBJECT OF THE TERMS AND CONDITIONS

- 2.1.** The subject of these Terms and Conditions is the provision of a Ticket by the Contractor to the Customer to grant the access to the Event to the Customer on these Terms and Conditions for a fee.
- 2.2.** From the moment of concluding these Terms and Conditions and receiving the appropriate payment from the Customer, the Contractor undertakes to provide the Customer with a Ticket for access to the Event.
- 2.3.** The Customer will need to fill in the order form and make the appropriate payment pursuant to these Terms and Conditions in order to receive the Ticket for access to the Event.

3. PAYMENTS FOR THE TICKETS

- 3.1.** The Contractor provides the Tickets to the Customers for a fee which is indicated on the Website.
- 3.2.** Payment for the Ticket shall be made via bank wire transfer using electronic means of payment presented on the Website in the payment section.
- 3.3.** Upon receipt of payment, the Contractor shall provide the Ticket to the Customer, giving the latter access to the Event and related materials.
- 3.4.** All payments for Tickets are based on the conversion of the payment currency into the national currency of Ukraine - hryvnia at the exchange rate set by National Bank of Ukraine on the day of such payment. The Customer bears all costs associated with the conversion of currency into hryvnia and vice versa, including – in cases of refunds.

4. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor undertakes:

- 4.1.1. to ensure the normal and uninterrupted operation of the Website in order to ensure the Customer's access to the Event and the normal use of the Website;
- 4.1.2. inform the Customer about any changes and additions to the Event by posting information about changes on the Website;
- 4.1.3. to ensure the protection of the Customer's personal data in accordance with the applicable data protection laws and the Privacy Policy.

4.2. The Contractor has the right to:

- 4.2.1. use the services of third parties to accept payments for Tickets;
- 4.2.2. unilaterally change the program of the Event by posting appropriate changes on the Website;
- 4.2.3. turn off and turn on the Website, carry out maintenance works on the server and other equipment involved in the work of the Website, at a convenient time, informing Customers on the Website;
- 4.2.4. the Contractor reserves the right not to fulfill its obligations under these Terms and Conditions in the event of force majeure (Section 7 of these Terms and Conditions).
- 4.2.5. The Contractor has the right to deny the Customer's access to the Event or the Customer may be removed from it without refund of the Ticket price in the following cases:
- the Customer commits actions that may become a source of threat to the property of the Contractor or Events participants;
 - the Customer disrupts the integrity of the data or the normal operation of the Website, the Event or related materials;
 - the Customer attempts to gain unauthorized access to the Website, the Event, related materials, or related systems or networks;
 - the Customer in any other way interferes with the Event or the normal operation of the Website, does not comply with the legal requirements of the Contractor.

4.3. The Customer undertakes:

- 4.3.1. carefully read and acknowledge these Terms and Conditions and the cost of Tickets on the Website before accepting these Terms and Conditions;
 - 4.3.2. fill in their valid data during the ordering of the Ticket, in case the Customer refused to provide the necessary data, the Contractor has the right to refuse to provide the Ticket;
 - 4.3.3. check the data on their own when ordering the Ticket, the Customer is fully responsible for the correctness of filling in the Ticket order form, the correctness and legality of the use of data used by them during the ordering of the Ticket;
 - 4.3.4. to pay in full the fee for the Ticket (Tickets) hereunder;
 - 4.3.5. if the Customers need to receive documents confirming payment, they should refer to the Contractor;
 - 4.3.6. not to grant access to your Ticket to any other person, not to distribute materials of the Event in any way, not to provide in any way access to other persons to the Event and related materials;
 - 4.3.7. not to use any means for unauthorized recording and/or copying of the Event and related materials, including, but not limited to any software for capturing and recording on-screen image, video recording or photography of the display, etc.
 - 4.3.8. not to use access to the Event to disseminate/promote in any way information about the goods or services of the Customer and/or third parties, unless otherwise agreed with the Contractor;
 - 4.3.9. not to commit any of the actions listed in clause 4.2.5 of these Terms and Conditions.
- 4.4.** The Customer has the right to:
- 4.4.1. purchase a Ticket on the Website;
 - 4.4.2. choose the method of payment for the Ticket from those offered on the Website;
 - 4.4.3. access the Event and related materials after making payment for the Ticket.

5. REFUNDS FOR TICKETS

- 5.1.** The Customer may cancel a Ticket ordered on the Website no later than 72 hours before the start of the Event. Payments for a Ticket canceled less than 72 hours prior to the start of the Event will not be refunded.
- 5.2.** In case of cancellation of the Ticket, the Contractor shall refund to the Customer the amount of payment for the Ticket received from the Customer.
- 5.3.** In case of cancellation of the Event, the cost of the Ticket will be refunded to the Customer.
- 5.4.** Refunds for Tickets sold at a discount will be subject to the discounts received.
- 5.5.** The Contractor shall refund to the Customer the amount of payment for the Ticket received from the Customer within 10 banking days by the same electronic means of payment by which the payment was received, and to the same account (electronic wallet) from which the Customer paid.

6. LIABILITY AND DISPUTE RESOLUTION

- 6.1.** The Contractor shall not be liable for its or third parties' non-performance or improper performance of services due to falsity, insufficiency or delay in provision of information provided by the Customer, as well as due to other violations of this Terms and Conditions by the Customer.
- 6.2.** The Contractor shall not be liable for not using of access to the Event and related materials by the Customer due to circumstances beyond the Contractor's reasonable control.
- 6.3.** The Contractor shall not be liable for the non-compliance of the Event and related materials with the Customer's expectations and its subjective assessment.
- 6.4.** In case of breach of these Terms and Conditions by the Customer, the Contractor has the right to revoke the access of such violator to the Event and related materials. The amount of payment made by the Customer, in the case specified in this paragraph, will not be returned to the Customer.
- 6.5.** The Customer is responsible for the confidentiality of data for the use of their Ticket (for example, login and password), as well as for all actions committed with the use of their Ticket.
- 6.6.** The Contractor shall not be liable for and shall not indemnify for damages incurred as a result of unauthorized use of the Customer's Ticket by third parties, that occurred through no fault of the Contractor.
- 6.7.** The parties will make every effort to reach an agreement on controversial issues through negotiations. If it is impossible to reach an agreement at the negotiations, the disputes that have arisen shall be resolved in court at the location of the Contractor.
- 6.8.** The governing law of these Terms and Conditions shall be the law of Ukraine.

7. FORCE MAJEURE CIRCUMSTANCES

- 7.1.** The Parties shall be released from liability for full or partial non-performance of their obligations under these Terms of Use, if such non-performance is the result of force majeure circumstances, i.e. extraordinary and unavoidable circumstances beyond Parties' reasonable control.
- 7.2.** Force majeure circumstances include, but not limited to:
 - 7.2.1. natural disasters,
 - 7.2.2. military actions,
 - 7.2.3. state crisis,
 - 7.2.4. strikes in the industry or region,
 - 7.2.5. actions and decisions of state authorities,
 - 7.2.6. failures in telecommunications and energy networks,
 - 7.2.7. malware, as well as malicious actions of third parties aimed at unauthorized access and/or disruption of software and/or hardware of each Party;
 - 7.2.8. epidemics and/or pandemics, as well as quarantine measures.

8. CONTRACTOR'S DETAILS:

Individual-entrepreneur Dyrvianska Natalia,

Registered address: Ukraine, 61172, Kharkiv, 35 Zubariev str., apt. 122;

Tax number: 2907908586;

Registration date and number: 20.04.2021, 2004800000000257093;

Phone number: +38(050)-700-88-66,

Email address: info@aiukraine.com