

Agreement on provision of educational services (public offer)

The educational courses "BlockAcademy", further in the text – "PERFORMER", invites any capable person to conclude this agreement according to the terms specified therein. Due to the Chapter 633 of the Civil Code of Ukraine this agreement is the public offer (public agreement), and in the case of acceptance of its terms (acceptance) the Customer undertakes to fulfill them in an appropriate way. Disagreement with the terms stipulated in this agreement entails the impossibility of providing the Performer with educational services.

DEFINITION OF NOTIONS

The Certificate is the PERFORMER's report that is given to the CUSTOMER according to the results of the provided services. The educational course is a form of the PERFORMER's provision with the educational services to the CUSTOMER in a particular branch. The Program is the order and amount of the provided educational services by the PERFORMER to the CUSTOMER.

1. SUBJECT OF THE AGREEMENT

1.1. The PERFORMER undertakes to provide the CUSTOMER with educational services (further in the text – services) of the particular educational course and certain educational program, specified on the website of the Performer <https://blockacademy.net>. This list of services is unlimited and can be clarified by the parties.

1.2. The CUSTOMER undertakes to accept the services rendered and pay for their costs in a timely manner according to the terms of this Agreement.

2. COST OF SERVICES AND PROCEDURE OF SETTLEMENTS

2.1. The total cost of services for each certain course is specified on the website of the Performer <https://blockacademy.net>

2.2. The CUSTOMER conducts the payment for educational services on 100% prepayment unless otherwise agreed by the parties.

2.3. The settlements for the services are carried out by the CUSTOMER by transferring the corresponding amount to the PERFORMER's current account.

3. PROCEDURE AND PERIODS OF SERVICES PROVISION

3.1. The services are provided through the direct studying in the classrooms provided by the PERFORMER, by certified partners of the PERFORMER according to the schedule set by the PERFORMER specified in each specific Program.

3.2. The beginning of the services provision is agreed upon the Parties in advance.

4. OBLIGATIONS OF THE PARTIES

4.1. The obligations of the PERFORMER:

4.1.1. To provide services in a qualitative way and in a full amount.

4.1.2. To provide services, engaging qualified instructors.

4.1.3. To provide the CUSTOMER with educational services in the amount set for the proper program/course.

4.2. The obligations of the CUSTOMER:

4.2.1. To provide the presence for the services provision.

4.2.2. To pay for the services in a timely manner.

4.3. The CUSTOMER guarantees that materials and access to the electronic resources that constitute the intellectual property of the PERFORMER will not be provided/transferred to any third parties, copied or otherwise reproduced.

4.4. Each of the Parties is obliged to obey the confidentiality and not to share the information under this Agreement as well as technical and other information, received from another party within the period of fulfilment of this Agreement, to third parties without the preliminary written consent of other party, except for the cases, stipulated by this Agreement and current legislation of Ukraine.

5. PROCEDURE OF DISPUTES SOLVING

5.1. In the event of a disputes arising out within the fulfilment of this Agreement by the Parties, the last ones will take all measures to resolve them by negotiations. In the case when it is impossible to resolve them by negotiations, the concerned Party shall apply to the court of the relevant jurisdiction according to the current legislation of Ukraine.

6. FORCE MAJEUR CIRCUMSTANCES

6.1. The Parties shall be released from the liability for partial or complete non-fulfillment of obligations under this Agreement if it has resulted from force majeure circumstances such as natural disasters, fires, floods, strikes and other circumstances if they have affected the Parties of this Agreement. Force majeure circumstances could be considered as circumstances that arose during the term of this Agreement as a result of unforeseen and inevitable events by the Parties. In such cases the period of the Parties' fulfilment of the obligations under the agreement is postponed according to the period, during which such circumstances and their consequences are present.

6.2. The Party that has got under such circumstances, that entail the impossibility of the obligations fulfilment under the agreement because of force majeure circumstances, shall inform another party about arising of these circumstances immediately, not later than during 10 (ten) days from the date of their arising. The notification should contain the data about arising and the character of circumstances and their possible consequences.

6.3. The proper evidence of the force majeure circumstances arising is the certificate from the Ukrainian Chamber of Commerce and Industry.

6.4. Arising of circumstances specified above is not the reason of the CUSTOMER's refusal from payment for educational services, provided before their arising and the PERFORMER's refusal from providing with educational services according to the payment carried out by the CUSTOMER.

6.5. In the case when the influence of the force majeure circumstances lasts more than for 60 days, each of the Parties is entitled to put the question about the termination of this Agreement.

7. RIGHTS OF THE INTELLECTUAL PROPERTY

7.1. Taking into account the chapters of this Agreement, Civil Code of Ukraine, Laws of Ukraine "About copyright and related rights", "About information" the Parties have agreed that:

- all the educational materials used on a purpose of the fulfillment of this Agreement, are under the copyright protection.
- the right on all the objects of the intellectual property, provided within the period of fulfillment of this Agreement by the PERFORMER, all and any exclusive property rights, including those specified in the Chapter 424 of the Civil Code of Ukraine, the right on the objects of the intellectual property (copyright) from the moment of creation of such objects fully belong to the CUSTOMER.

7.2. The CUSTOMER is entitled to use the materials exceptionally on a purpose of the fulfillment of this Agreement. Herewith the property rights of the intellectual property on the educational materials belong to the PERFORMER. Nothing in this Agreement should be considered as the transfer by the PERFORMER of any property rights of the intellectual property on purposes different from those, determined by the Agreement.

<https://blockacademy.net>

8. TERM OF AGREEMENT

8.1. The Agreement enters into force upon the Customer's payment of a particular rate and operates until the Parties fully fulfill their obligations.

8.2. The PERFORMER has a right to terminate this Agreement unilaterally and to terminate the provision of services in a case of:

- non-fulfillment of the PERFORMER's obligations under this Agreement, including the case of payment terms violation, stipulated in the clause 2.2. of this Agreement;
- violation by the CUSTOMER of the rules of the internal regulations of the PERFORMER;
- absence of the CUSTOMER for the services provided by this Agreement;
- violation of moral and ethical standards during the provision of services by the PERFORMER;
- refusal of the CUSTOMER from the services provided.

In the case of termination of the Agreement under the circumstances mentioned above, paid CUSTOMER's payments under this Agreement are not returned.

8.3. This Agreement can be prematurely terminated by the agreement between the Parties or by a decision of the Commercial Court.

9. TERMS OF ACQUISITION AND REFUNDS

9.1. «BlockAcademy» carries out the tickets selling for trainings on the website blockacademy.net according to the relevant agreement.

9.2. When purchasing tickets through blockacademy.net site the Customer receives an e-mail with a proper electronic document or the payment receipt as well as a message containing unique digital number confirming the fact of payment and which can be copied (rewritten) or printed that gives the Customer the opportunity to receive educational services on the relevant training.

9.2.1. While returning money to the Customers, the Company employees should obey the current legislation of Ukraine and chapters of this Agreement.

9.2.2 For refunds the Customer must send the mail with the request (identify your first and last names and the payment receipt) to the e-mail of the company info@blockacademy.net not later than in 15 days before the beginning of the course.

9.2.3. If the Customer bought tickets later than 15 calendar days before the beginning of specified course, he has 3 calendar days, during which he has an opportunity to send the request about money return.

9.3. The request is considered to be the date when a request was sent to info@blockacademy.net

9.3.1 Refunding is transferred to the bank account from which the payment for training was carried out.

9.4. The Company reserves the right not to return funds if the Performer has fulfilled his obligations according to the clause 4 of this agreement.

10. OTHER TERMS

10.1. By signing this Agreement the CUSTOMER provides the PERFORMER with the right on collecting, processing and storing his personal data, that the Agreement contain, in the order, determined by the Law of Ukraine "About the protection of personal data" as well as enables adding his personal data to one electronic base of listeners (students) of «Block Academy».

10.2. By this Agreement, the PERFORMER notifies the CUSTOMER that the PERFORMER has exclusive property rights on the educational programs/courses «Block Academy».

10.3. By mutual consent the Parties may make necessary amendments to the Agreement that will enter into force after signing by the authorized representatives of the Parties.

10.4. All appendixes and amendments to this Agreement are its inevitable part.

10.5. The Parties immediately notify each other about the changes regarding their legal addresses, location and other requisites.