

# PUBLIC OFFER AGREEMENT

*Updated: 12/16/2025*

## PREAMBLE

The University invites any capable individual to join the Public Offer Agreement (hereinafter referred to as the "Agreement") on certain terms. When simultaneously mentioning the "Contractor" and The term "Consumer" is used as the "Parties".

The Agreement is posted on the website (site) at: [universitymakemoney.com](http://universitymakemoney.com), which allows each person to familiarize themselves with its contents.

Before using the Site and paying for services, carefully read the contents of the Agreement, in particular regarding the terms of payments, providing access to course materials, etc.

## 1. DEFINITION OF TERMS

The terms set forth below and referred to in this Agreement shall mean the following:

**Channel**– a channel has been created on the Telegram social network, access to which the Consumer has the right to access the information materials of the Contractor.

**Curator** –a representative of the Contractor who accompanies the Consumer on organizational issues related to the subject of the Agreement.

**Course**– a set of information and consulting services of the Contractor provided to the Consumer in the scope provided for by the Agreement, in the form of time-limited access to informational videos and educational materials on the educational platform.

**Educational materials**– accompanying information materials in the form of guides, checklists, links to course videos, etc., which the Consumer can access on the learning platform.

**Learning platform** -chatbot on the Telegram social network to provide services remotely to the Consumer who has paid the full cost of the services. Access to the training platform and other additional materials is provided to the Consumer using the third-party service ZENEDU.

**Financial agent**– payment system (represented by a Limited Liability Company "Portmone"), which organizes and implements the transfer of funds on behalf of the Contractor and using electronic methods of processing payments for goods or services sold on the website.

**Form**– a specially provided functionality for payment on the website or through the services of a Financial Agent.

The specified terms have the same meaning when used in the singular and plural, as well as when written with upper and lower case letters. Other terms used in the Agreement are defined in accordance with the norms of the current legislation of Ukraine, and in the case of

lack of definition in legislation have commonly used value or are determined by the rules of business turnover.

## **2. SUBJECT OF THE CONTRACT**

The Contractor provides the Consumer with a set of information and consulting services and services for the use of digital content (hereinafter referred to as the "Services"), provided for by the Agreement.

The User has the right and technical ability to familiarize himself with the set of services and their cost on the Site, and then select, pay for and purchase services.

The set of services under the Agreement consists

of: providing access to the Channel;

providing access to the Course on the learning platform.

The Contractor has the right to change the scope of services and its price without prior notice to the Consumer.

## **3. PRICE AND PAYMENT PROCEDURE**

The Consumer receives a set of services after paying its full (100%) cost. The cost of services is the amount of money indicated on the website at the time the Consumer accepts the Agreement.

Payment is made in cashless form using the services of a Financial Agent or based on an invoice issued to the Contractor's current account.

If the Consumer has concluded a credit agreement, etc. with any banking or credit institution to pay for services under the Agreement, the Consumer is solely responsible for all obligations to such institution. The terms of receipt and fulfillment of obligations do not depend on the Contractor and are accepted independently by the Consumer.

If the bank charges any transaction fee for transferring funds, such fee must be paid in full by the Consumer separately from the amount being transferred.

The day of fulfillment of the Consumer's obligations to pay for the cost of services is considered the day of crediting the amount of money equal to the full cost (100%) of the services.

### **PROCEDURE FOR CALCULATIONS.**

To make a payment, the Consumer must perform the following actions:

#### ***A. For payment through a Financial Agent:***

- Click the payment button on the website and fill out the payment form with your personal and bank details.
- Make payment through the Financial Agent and submit the completed form.

Fulfillment of the obligation is confirmed by a receipt received by e-mail from the Financial Agent.

**IN. For payment based on an invoice:**

- Contact technical support and inform them of your desire to purchase services and provide personal data (full name, phone number, email address) to create an account.
- Make payment based on the invoice issued by the Contractor and send a receipt for payment to the latter.

Fulfillment of the obligation is confirmed by a receipt from the Consumer's bank.

**4. TERM OF THE CONTRACT**

The Agreement is considered concluded and enters into force from the moment of its signing by the Parties.

The Agreement is valid for the period of provision of services under it. The period of provision of services is 1 (one) calendar month, but in any case until the Parties fully fulfill their obligations.

All terms and conditions of this Agreement shall remain valid and binding on the Parties throughout its term.

**5. PROCEDURE FOR ACCEPTING THE CONTRACT**

A person who has acquired full civil capacity in accordance with the current legislation of the state of his or her citizenship has the right to conclude a Contract. In the event that a person does not have a sufficient level of legal capacity, the Contract is concluded by parents, guardians (trustees), adoptive parents in the interests of the person they represent.

The Agreement is concluded by providing full and unconditional consent (acceptance) by the Website User and joining the Agreement by conclusive actions, without signing a written copy between the Consumer and the Contractor.

The moment of acceptance under the Agreement is considered to be the fact that the Consumer has made full payment for the services.

By concluding the Agreement, the Consumer automatically fully and unconditionally agrees to accept the provisions of the Agreement and all its integral parts.

**Procedure for accepting the Agreement:**

*- If the Consumer expresses a desire to pay for the services on the website:*

- A). After clicking the payment button, the consumer confirms his agreement with the terms of the Public Offer Agreement and its other integral parts by checking the appropriate boxes, which is a mandatory prerequisite for concluding the Agreement.
- B). The consumer fills out and submits the payment form on the Financial Agent's page.

- ***If the Consumer wishes to pay for the services based on the invoice:***

a). The User contacts Technical Support using the information provided on the website, indicating his/her desire to purchase services, and also to receive all necessary information to make a payment.

b). The Contractor receives from the Consumer confirmation of familiarization with and agreement to the terms of the Agreement and its other integral parts, and also sends an invoice for payment of the cost of services to the Consumer by any means of communication.

The Consumer does not have the right to consume services under the Agreement if the Agreement has not been concluded, or if the Consumer does not fully or partially agree with the provisions of the Agreement.

## **6. PROCEDURE FOR PROVIDING SERVICES**

The provision of services begins with the provision of access to the Educational Platform on the Financial Agent's page after full payment for the services / by sending access to the Educational Platform in a personal message to the Consumer after full payment for the services.

On the Learning Platform, the Consumer gains access to the Course Lessons. In the Channel, the Consumer has the opportunity to communicate with the Curator, other participants, etc., but subject to compliance with the Chat Rules, which are an appendix to the Agreement.

The Consumer gains access to the Course Lessons gradually according to the schedule posted on the Learning Platform or brought to the Consumer's attention in any other way.

During the Course, the Consumer has the right, upon invitation from the Contractor, to access online conferences with the Curator or the Contractor according to the date and time notified to the Consumer in any way convenient for the Contractor. The conference may be held using third-party services to provide video communication, including, but not limited to, Zoom, Google Meet, Teams, Webinar Stars, etc.

If the Consumer was informed about the date and time of the online conference, but did not attend it for any reason, it is considered that the Consumer was present and the services were provided to him.

All Course materials are author's and subjective; the Consumer may disagree with the positions and opinions expressed therein.

***Course Description (Digital Content)*** received within the framework of the provision of information and consulting services under the Agreement, depending on the service tariff purchased by the Consumer:

- The Course lessons and homework assignments are posted on the learning platform, namely via the link received by the Consumer after paying the full cost of the services.

- The course consists of Lessons, which contain materials.
- Within the Course, the Consumer is guaranteed to receive access to the Course video materials posted on the educational platform and information files in pdf format.
- Digital content received by the Consumer from the Contractor under the Agreement may be used exclusively for personal purposes, in order to familiarize yourself with the subjective opinions of the Contractor.
- Digital content is provided for a limited period of time, namely for 3 (three) months from the date of authorization of the Consumer on the educational platform through access - invitation.

If, due to technical problems, the Digital Content becomes unavailable to the Consumer during the specified period, the Contractor undertakes to provide an alternative option with access to the Course materials for which the Consumer has paid, within 5 (five) business days.

- Digital content received by the Consumer from the Contractor under the Agreement does not require updating or modification.
- The Consumer may have problems accessing the Digital Content received by the latter from the Contractor within the framework of the Agreement. This fact is not considered a non-compliance of the Digital Content with the terms of the Agreement and is not its defect. The Consumer agrees with this.

The Contractor provides the Consumer with access to the Course, which contains relevant, modern and practical methods, methods and tools that can be used by the Consumer in his professional activities. The Consumer uses the information received independently and solely at his own discretion.

The Contractor may provide the Consumer with access to additional educational materials. The quantity and format of such materials is determined by the Contractor at its sole discretion. Such materials are not included in the total cost of the services, but are subject to use by the Consumer and protection from unauthorized use in accordance with the terms of the Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS NOTICE**

The Contractor owns sufficient rights to use and provide access to all materials provided to the Consumer on the educational platform, including rights to: text, graphic elements, photographs, images, design elements, video materials, audio materials, files, etc.

The Consumer has the right to use the Course materials exclusively for personal purposes. The

Consumer is prohibited from using any materials obtained from

The Contractor, for commercial purposes. The transfer of any other rights under the Agreement is not provided.

The consumer is prohibited from copying, reproducing, screen recording, photographing, video and photo recording in any other way, posting and publishing on any public access platforms, in particular on social networks, combining individual parts of the objects into

other objects or in any

otherwise infringe the copyright of the materials.

The consumer has no right to sell, provide access to the Telegram account to third parties and must complete the course independently and on their own behalf.

Any violation of copyright and related rights is prosecuted in accordance with the current legislation of Ukraine and international treaties, the binding consent of which has been granted by the Verkhovna Rada of Ukraine.

## **8. COMMUNICATION BETWEEN THE PARTIES, ELECTRONIC DOCUMENT FLOW AND PERSONAL DATA**

The Parties agree that for the purposes of communication and information exchange, they may use such means of communication as the technical support email specified in the details of the Agreement and the chat in the Telegram messenger with a link to the phone numbers specified in the details.

Documents and notifications relating to the termination of the Agreement or its termination for other reasons must be sent to the other Party's email address.

As part of the provision of services under this agreement, the Contractor uses a training platform that collects the User's personal data. The Contractor undertakes to ensure the confidentiality and protection of this data in accordance with the requirements of the current legislation of Ukraine on the protection of personal data.

Information about personal data that may be obtained by the Contractor from the Training Platform also includes information about the number of gadgets and the number of connections to the Consumer's Telegram account (API) used by the User to receive services under the Agreement.

At the same time, the number of such logins and the number of gadgets (APIs) used simultaneously cannot exceed one unit, which indicates that the Consumer is completing the Course independently and that access to the Telegram account is not transferred to third parties.

## **9. RESPONSIBILITY**

The Parties are liable for improper performance of their obligations in accordance with the legislation of Ukraine and the terms of the Agreement.

The Parties have agreed that any penalties provided for in the Agreement must be paid by the guilty Party within 10 (ten) calendar days by bank transfer to the account specified in the details of the Agreement.

Payment of fines, penalties and compensation for damages does not exempt the Party from proper fulfillment of obligations.

The Contractor is not responsible for the consequences resulting from the Consumer not taking the Course, not watching the videos, not participating in online conferences, etc.

The Contractor is not liable for any direct, indirect or consequential losses or damages suffered by the Consumer, regardless of how they arose.

The Contractor's liability for any losses incurred by the Consumer as a result of improper fulfillment of the terms of the Agreement is limited to the amount of payment received by the Contractor from the Consumer under the Agreement.

In the event of a violation by the Consumer of the provisions on intellectual property rights set out in the Agreement, the latter, at the request of the Contractor, is obliged to pay a fine for each fact of violation.

The Consumer is responsible for the accuracy, completeness and timeliness of the information provided to the Contractor necessary for the performance of the Agreement.

## **10. DISPUTE RESOLUTION PROCEDURE**

All disputes and/or disagreements arising between the Parties in connection with the performance or termination of the Agreement shall be resolved through mutual consultations and negotiations between the Parties.

If the Parties cannot reach an agreement on the disputed issues through negotiations, such dispute shall be referred to the court at the location of the Contractor in accordance with the procedure provided for by the legislation of Ukraine.

## **11. PROCEDURE FOR TERMINATING THE CONTRACT**

Termination of the Agreement does not release the Parties from fulfilling obligations that arose prior to its termination.

The Parties may terminate the Agreement in the following ways:

### **By agreement of the Parties:**

The Parties may terminate the Agreement by mutual consent by concluding an Additional Agreement certifying such termination.

The Party that has expressed a desire to terminate the Agreement must send the other Party a notice in any form by means of communication with a proposal for such termination.

The other Party has the right:

- Agree to such a proposal and send a response notification approving the termination of the Agreement within 5 (five) business days from the date of receipt of the notification - proposal.
- Refuse such an offer and send a response notice of objection regarding the termination of the Agreement within 5 (five) business days from

the moment of receiving the message - the offer.

In the absence of a response from the other Party to the sent notification of the proposal to terminate the Agreement, it is considered that the other Party has refused such a proposal.

**Unilaterally at the request of the Consumer:**

The Consumer has the right to terminate the Agreement unilaterally, having previously notified the Contractor thereof by sending a corresponding letter to the Contractor's e-mail address. The Agreement shall be deemed terminated from the date of sending the corresponding notification.

**Unilaterally at the request of the Contractor:**

The Contractor has the right to terminate the Agreement unilaterally, having previously notified the Consumer thereof by sending a corresponding letter to the Consumer's e-mail. The Agreement shall be deemed terminated from the date of sending the corresponding notification.

**According to the court decision:**

A party to the contract has the right to apply to the court to terminate the Contract. The Contract is considered terminated from the date the court makes a decision on such termination.

**In other cases provided for by the Agreement:**

A Party to the Agreement may initiate termination of the Agreement on its own initiative in cases provided for by the Agreement. The Party is obliged to notify the other Party of its intention by sending a corresponding letter to the other Party's email address, as well as in Telegram. The Agreement is considered terminated from the date of sending the corresponding notification.

**12. REFUND**

A refund of the paid funds to the Consumer is possible if an official letter from the Consumer is received within 3 (three) calendar days after the date of purchase of the course to the Contractor's support email address. [echoeschool@gmail.com](mailto:echoeschool@gmail.com) with a reasoned reason for the impossibility of completing the course. When paying by card, the funds will be refunded to the method by which the payment was made. The refund period after receiving such an email from the Consumer is up to 14 (fourteen) days.

**13. FORCE MAJEURE**

The Parties are exempt from liability for partial or complete failure to fulfill their obligations under this Agreement if such failure was a result of force majeure circumstances that arose after the signing of the Agreement and which the Parties could not foresee or avoid.

Force majeure includes natural disasters (fires, floods, earthquakes, etc.), military actions, terrorist acts, strikes, mass riots, epidemics, pandemics, quarantines, actions

state authorities or local governments that prevent the performance of the Agreement, and other circumstances beyond the control of the Parties. The list of force majeure circumstances is non-exhaustive.

The Parties acknowledge that the Agreement was concluded under the existing circumstances of force majeure, namely during the military aggression of the Russian Federation against Ukraine, and confirm that neither Party will invoke these circumstances as preventing the fulfillment of obligations under the Agreement, except in the case of destruction, damage or seizure of inventory or other objects necessary for the Parties to fulfill their obligations under the Agreement as a result of military actions.

The Party that has been affected by force majeure circumstances shall be obliged to immediately, but no later than within 3 (three) calendar days from the moment of occurrence of such circumstances, notify the other Party of their occurrence.

If the force majeure circumstances last more than 30 (thirty) calendar days, the Party is obliged to return to the performance of obligations under the Agreement regardless of the circumstances. In the event that such performance of obligations is impossible, the Parties may terminate the Agreement early.

The occurrence of force majeure circumstances releases the Parties from liability for the period of validity of such circumstances, but does not exempt them from the proper fulfillment of their obligations.

The parties undertake to make every effort to minimize possible losses or damage caused by force majeure circumstances.

#### **14. FINAL PROVISIONS**

The Agreement applies to the entire territory of Ukraine and the territory of other states and is unlimited.

Appendices and Additional Agreements to this Agreement are its integral parts and have legal force if they are set out in writing and signed by the Parties.

The Contractor has the right to make changes to the Agreement without additional notice to the Consumer. To enable the Consumer to familiarize himself with the current terms of the Agreement, the Contractor places on the website its version with all the latest changes, and also indicates the date on which such changes came into force.

The Agreement and its Appendices are valid in the version and under the conditions that existed at the time of their acceptance.

The place of conclusion of the Agreement is the location of the Contractor.

If any term of the Agreement is found to be invalid (null and void) or illegal under the current legislation of Ukraine, all other terms of the Agreement shall remain in force, as if such term had been separated from the Agreement and was not part of it. In this case, the Parties undertake to make appropriate amendments to the Agreement (without revising the main terms and conditions of the Agreement) in order to achieve a result that is as close as possible to the original intention of the Parties.

All legal relations arising in connection with the performance of the Agreement and not regulated by it are governed by the current legislation of Ukraine.

