

# PUBLIC OFFER AGREEMENT

FOR THE USE OF SERVICES

## Chapter 1. General Provisions

1.1. Sole Proprietor **Ihor Vitaliyovych Arapov**, acting on the basis of an Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations of Ukraine, taxpayer identification number: **3314507171** (hereinafter – the **Contractor**) on one side, by this Public Offer Agreement (hereinafter – the **Agreement**), offers an unlimited number of persons (hereinafter – the **Customers**) on the other side (hereinafter collectively – the **Parties**) to accept this Agreement.

This Agreement is public and, in accordance with Articles 633 and 641 of the Civil Code of Ukraine (hereinafter – the **CC of Ukraine**), its terms are the same for all Customers.

Unconditional acceptance of all provisions of this Agreement without any exceptions and/or limitations is considered acceptance of this Agreement by both the Contractor and the Customer, and the Agreement is automatically deemed concluded.

1.2. The use of the Contractor's services and the use of the Contractor's web resource <https://arapov.education/> are governed by the terms of this Agreement and imply the consent of any person using or purchasing the services to the rules, conditions, limitations, and other provisions set forth herein.

1.3. By accepting this Agreement, the Customer confirms that:

- a) The Customer is of legal age and has full legal capacity and capacity to act;
- b) The information provided when ordering goods or services is correct and up to date;
- c) The provided contact information may be used for the purpose of notifying about operational changes, promotional offers, or other information related to the Contractor's activities.

On this basis, please carefully read this Agreement, and if you do not agree with any of its clauses, kindly leave the Contractor's web resource. It will not be possible to claim invalidity or cancellation of this Agreement or its provisions on the grounds that it was not read.

## Chapter 2. Terms

**Acceptance** – full, unconditional acceptance by the Customer of the provisions set forth in this Agreement without any exceptions, limitations, or reservations, in accordance with Part 2 of Article 642 of the CC of Ukraine. Acceptance may be made in one of the following ways:

- by using the content posted on the Contractor's web resource;

- by completing, signing, and sending this Agreement in written form by the Customer to the Contractor;
- by transferring funds to the Contractor's bank account as payment for any service;
- by contacting the Contractor to receive services through the means of communication indicated on the web resource.

**Agreement** – a transaction executed in the form of an adhesion contract for the provision of services, the terms of which are set by the Contractor and may only be concluded by the Customer's accession to it in full.

**Order** – an instruction from the Customer to the Contractor, under the conditions determined by the Customer from this Agreement, to provide an informational and consulting service.

**Customer** – a legally capable natural person and/or a legally competent legal entity that has accepted this Agreement.

**Contractor** – Sole Proprietor **Ihor Vitaliyovych Arapov**.

**Services** – general informational and consulting services, consisting of providing the Customer with analytical and educational materials, as well as general information in the field of financial literacy and the practice of using trading platforms.

The Services do not constitute individual investment advice, asset management activity, brokerage, or any other licensed activity under the legislation of Ukraine.

**Content of the Web Resource** – results of intellectual activity (texts, images, videos, etc.) posted on the Contractor's website.

**Tariffs** – monetary remuneration established by the Contractor for the provision of services under this Agreement.

## Chapter 3. Subject of the Agreement

3.1. This Agreement is concluded between the Customer and the Contractor in the form of an adhesion contract, in accordance with Article 634 of the Civil Code of Ukraine, and is valid upon the Parties fulfilling their obligations.

3.2. The publication (placement) of the text of this Agreement on the web resource <https://arapov.education/> constitutes the official proposal (public offer) of the Contractor, addressed to an indefinite number of persons.

3.3. By accepting the provisions of this Agreement, the Customer agrees to all its terms and confirms that all provisions are clear and understood.

3.4. This Agreement is an open and publicly available document. The current version of the Agreement is posted at <https://arapov.education/> and is available for review by an unlimited number of persons.

3.5. By joining this Agreement, the Customer gives the Contractor consent to the use and processing of their personal data in accordance with the Law of Ukraine “**On Personal Data Protection.**”

3.6. The procedure for the provision of services and other essential conditions are published on the Contractor’s web resource in real time.

3.7. The Customer agrees that the provisions of this Agreement may be changed in the future by the Contractor by publishing a new version on the web resource <https://arapov.education/>.

3.8. The Parties agree that the Contractor provides exclusively **informational and educational services** and does not carry out asset management activities, does not provide investment services under the Law of Ukraine “On Capital Markets and Organized Commodity Markets,” and is not a broker, dealer, or investment firm.

3.9. All decisions regarding transactions are made by the Customer independently and under their full responsibility.

3.10. The Customer agrees that a high level of income in the past does not guarantee the same or similar level of income in the future.

3.11. The Customer acknowledges and accepts the possible risks of technical failures and losses when working through brokers and trading platforms.

## **Chapter 4. Services and Interaction of the Parties**

4.1. Services provided under this Agreement:

- 4.1.1. Providing instructions for the use of services and training materials.
- 4.1.2. Consulting in the field of financial literacy.

4.2. To receive services, the Customer must contact the Contractor through the contacts available on the website <https://arapov.education/> or complete the Feedback Form.

4.4. If the Contractor suspects the Customer of committing unlawful actions, including fraud or other acts that violate the terms of this Agreement or the legislation of Ukraine, the Contractor reserves the right to contact law enforcement authorities with an appropriate statement, without refunding the Customer the cost of paid services.

## **Chapter 5. Rights and Obligations of the Parties**

### **5.1. Rights and Obligations of the Contractor**

5.1.1. The Contractor shall:

- provide the Customer with access to the specified services after full payment;

- consult the Customer on issues related to the provision of services;
- explain the contents of this Agreement at the Customer's request.

#### **5.1.2. The Contractor has the right to:**

- demand payment from the Customer for the cost of services in accordance with this Agreement;
- demand that the Customer comply with all provisions of this Agreement;
- engage third parties to provide the Customer with services stipulated in this Agreement;
- at any time change the provisions of this Agreement and the service tariffs unilaterally by publishing such changes on the web resource <https://arapov.education/>. Changes come into effect from the moment of publication of the new text on the web resource, unless another (later) effective date is specified by the Contractor. If tariffs change, services already paid for shall remain at the original cost;
- publish any Customer reviews written during the use of services without restrictions or compensation to Customers.

**5.1.3. The Contractor recommends** the Customer regularly check the provisions of this Agreement for changes and/or additions. Continued use of the web resource and receipt of services by the Customer after the Contractor has made changes and/or additions to the Agreement constitutes unconditional and full acceptance and consent by the Customer to such changes and additions.

**5.1.4. The Contractor seeks** to ensure technical accessibility of the copy-trading service but does not guarantee its uninterrupted and error-free operation, given the dependence on external services and third parties.

## **5.2. Rights and Obligations of the Customer**

### **5.2.1. The Customer shall:**

- comply with the provisions of the current legislation of Ukraine, this Agreement, and other special documents of the Contractor;
- provide accurate information;
- not disseminate information received from the Contractor;
- pay for services in the manner defined by this Agreement;

- regularly review information posted on the web resource <https://arapov.education/>;
- refrain from any actions that obstruct the Contractor's work, as well as any other actions that violate the rights of the Contractor and/or third parties.

#### **5.2.2. The Customer has the right to:**

- use the consultation services provided by the Contractor under the conditions defined in this Agreement;
- demand that the Contractor comply with the provisions of this Agreement;
- refuse the Contractor's services by stopping the copy-trading and disabling the subscription;
- exercise other rights provided for by this Agreement and the legislation of Ukraine.

## **Chapter 6. Payment Procedure and Cost of Services**

6.1. Information about a specific service, conditions of access to the service, and other data or requirements are considered duly provided to the Customer if:

- a) published on the web resource <https://arapov.education/>;
- b) stated in the text of this Agreement;
- c) communicated to the Customer through the chosen means of communication.

6.2. Payment is made in the amount and manner specified on the website <https://arapov.education/>.

6.3. Payment is made by transferring funds to the Contractor's bank account specified in Chapter 11.

6.4. The Contractor reserves the right to stop providing services to the Customer in the event of unauthorized use of the web resource <https://arapov.education/>.

## **Chapter 7. Refund Procedure**

7.1. The Customer has the right to a refund only if a corresponding request is submitted **before** the Contractor begins providing the services.

7.2. The refund request must be prepared electronically, signed by the Customer, dated, and sent to the email address: **arapov.trade@gmail.com**. To process the refund, it is necessary to provide the data specified when placing the Order; the name of the service; the order date; a document confirming payment; the reasons for refusal of the service, as well as the banking details for the refund.

7.3. The refund is made within **30 (thirty) calendar days** from the moment of submission of a properly completed refund request and provision of the payment confirmation document to the specified email address. The refund is carried out in non-cash form to the banking details specified in the refund request.

## **Chapter 8. Intellectual Property Rights**

8.1. The content of the web resource <https://arapov.education/> and the services are the intellectual property of the Contractor and are subject to protection under the legislation of Ukraine.

8.2. Providing the Customer with access to the materials of the web resource <https://arapov.education/> does not constitute alienation of exclusive rights. The Customer is granted a non-exclusive right to use the materials solely for personal purposes.

8.3. The dissemination by the Customer of any information received from the Contractor (including elements of visual design, symbols, texts, graphic images, illustrations, photos, videos, music, trademarks, and other objects) for commercial purposes without the express consent of the Contractor or the lawful rights holder is unlawful and may serve as grounds for filing a lawsuit to hold the violator liable under civil, administrative, or criminal law in accordance with the legislation of Ukraine.

## **Chapter 9. Dispute Resolution**

9.1. All disputes arising in connection with this Agreement shall be resolved by the Parties through negotiations.

9.2. Any claims of the Customer arising in connection with this Agreement shall be submitted to the Contractor by email at: **arapov.trade@gmail.com**.

9.3. The Contractor does not consider anonymous claims or claims that do not allow identification of the Customer based on the data provided by them.

## **Chapter 10. Final Provisions**

10.1. This Agreement and all relations between the Contractor and the Customer arising under this Agreement are governed by and interpreted in accordance with the legislation of Ukraine.

10.2. If, for any reason, any provision of this Agreement is found to be invalid or unenforceable, this shall not affect the validity or applicability of the remaining provisions of the Agreement.

10.3. This Agreement is concluded for an indefinite term and applies to all Customers.

10.4. This Agreement enters into force from the moment it is published on the web resource <https://arapov.education/>.

10.5. The Contractor's services are not financial, investment, or brokerage services under the legislation of Ukraine. The Contractor does not accept funds from the Customer for the purpose of conducting transactions and does not manage them.

## **Chapter 11. Contractor's Contact Information**

**Sole Proprietor Arapov I.V.**

Address: 49130, Ukraine, Dnipropetrovsk region, Dnipro city, Usenko street, building 9, apartment 70.

Bank account: **UA153220010000026008330015472**, JSC *UNIVERSAL BANK*

EDRPOU (Company Code): **3314507171**

MFO: **322001**

Phone: **+38 (050) 630-82-00**

E-mail: **arapov.trade@gmail.com**

Website: <https://arapov.education/>