

PUBLIC OFFER
FOR CONCLUDING A SERVICE AGREEMENT
FOR PROVIDING ACCESS TO INFORMATION AND CONSULTING RESOURCE
SERVICES

1. General Provisions

1.1. Individual Entrepreneur Maria Valeriivna Beksiak (hereinafter referred to as the "Service Provider"), acting under Articles 633 and 641 of the Civil Code of Ukraine, hereby offers an unlimited number of persons to conclude this Service Agreement for the provision of access to the services of the information and consulting resource (hereinafter referred to as the "Agreement" and "Services" respectively) posted on the Internet at tourbeat.com.ua (hereinafter referred to as the "Website") for a fee under the terms outlined below. This Agreement constitutes a public offer.

1.2. Pursuant to Articles 641 and 642 of the Civil Code of Ukraine, upon acceptance of the terms outlined below and payment for the Services, any individual or legal entity that accepts this offer becomes a "Client". Acceptance of this offer is equivalent to entering into an agreement under the terms specified herein.

1.3. Full and unconditional acceptance by the Client of the Service Provider's offer to conclude the Agreement shall be deemed to occur upon the Client's payment for the Services under the conditions and at the rates indicated on the Service Provider's Website.

1.4. The Agreement concluded by the Client through acceptance of this public offer is governed by Article 642 of the Civil Code of Ukraine and is considered equivalent to a written contract concluded between the Parties. By submitting an application (filling out the necessary form) on the Website and making full payment, the Client is deemed to have familiarized themselves with and agreed to all the terms of this public offer (Agreement).

1.5. Please carefully read this Offer. If you disagree with any part of it, the Service Provider advises you to refrain from using the Services.

2. Definitions

2.1. In this Offer, unless the context requires otherwise, the following terms shall have the following meanings:

- "Service" – an online service provided by the Service Provider as described in the corresponding Service description card on the Website.
- "Website" – a platform for offering and delivering Services through the conclusion of an electronic transaction, as per the Law of Ukraine "On Electronic Commerce."
- "Acceptance" – full and unconditional acceptance by the Client of all terms of this Offer without exceptions, equivalent to a written agreement.

- "Service Provider" – the individual or legal entity providing the Services listed on the Website.
- "Client" – the person who has accepted the terms of this Agreement and becomes the Client of the Service Provider.
- "Order" – the selection of Services by the Client as defined during the placement and payment process.
- "Online Session (Course)" – a real-time or recorded lecture, speech, or session delivered using web technologies through a Personal Link.
- "Cart" – a digital tool on the Website enabling the Client to select, view, and pay for Services.
- "Program" – a structured set of online sessions (webinars, trainings), recordings, and educational content accessible through the Website.
- "Personal Link" – a personalized Internet link granting access to the Service.

3. Subject of the Agreement

3.1. The Service Provider undertakes to grant the Client access to the selected Service for the period specified on the Service description page on the Website, and the Client undertakes to pay and accept the Service under the terms of this Offer.

3.2. This Offer regulates the ordering, payment, and delivery of Services on the Website, including:

- voluntary selection of Services by the Client;
- independent placement of the Order by the Client on the Website;
- payment for the Order by the Client;
- processing and delivery of the Service by the Service Provider.

4. Ordering and Provision of Services

4.1. The Client may place an Order for any Service available on the Website.

4.2. Each Service can be ordered in any quantity.

4.3. If the Service cannot be provided, the Service Provider shall notify the Client by phone, Viber, or email.

4.4. If a Service is unavailable, the Client may choose a replacement, cancel the Order, and receive a refund.

4.5. The Client pays for Services via available methods listed on the Website.

4.6. Upon payment confirmation, a Personal Link granting access to the Service will be sent to the Client's email.

4.7. If the Client does not receive the Personal Link, they must contact the Service Provider's support team.

4.8. The Personal Link is valid for a single Client and may not be shared with third parties.

4.9. The Client is responsible for the confidentiality and security of access to their Personal Account and Service materials.

4.10. The Client must independently ensure the technical requirements necessary for accessing the Services.

4.11. The Service Provider reserves the right to change the schedule of online sessions unilaterally by notifying the Client via Viber, Telegram, email, or Website announcement.

4.12. During participation in online sessions, the Client must not incite conflict, insult other participants or the instructor, engage in advertising, or use obscene language.

4.13. The Client must not disrupt sessions. In case of misconduct confirmed by technical staff and instructors, the Client may be fined or removed from the Program without refund.

4.14. Use of any received content (audio, video, etc.) is strictly for personal, non-commercial purposes.

4.15. The Service Provider may deny access and terminate services if unauthorized sharing or distribution of content occurs.

4.16. No refunds will be issued for Services not utilized due to reasons beyond the Service Provider's control.

5. Cost of Services and Payment Procedure

5.1. The cost of each Service is specified in the description on the relevant page of the Website.

5.2. The Client shall make payment for the Services under the terms of 100% prepayment or installment payment. The number and size of installments and deadlines are determined by the Service Provider. Failure to comply with payment terms is a basis for refusing to provide the Services.

5.3. Payment (including partial payment) by the Client signifies full agreement with the terms of this Offer.

5.4. Payment is made by transferring funds to the Service Provider's bank account. Payment methods are specified on the Website or in the invoice sent to the Client.

5.5. The Service Provider has the right to change the Service cost unilaterally before payment by publishing the updated price on the Website.

5.6. By agreement of the Parties, the Client may be allowed to pay in installments.

5.7. The Service is considered paid when full funds are credited to the Service Provider's account.

5.8. If the Client fails to pay any installment on time, the Service Provider may suspend access to the Services without refunding previous payments.

5.9. Any claims submitted by the Client after the Services have been provided will not be considered by the Service Provider.

6. Termination of the Agreement

6.1. The Service Provider may terminate this Offer unilaterally if the Client breaches obligations or conditions set forth herein.

6.2. The Parties are exempt from liability for full or partial non-fulfillment of obligations under this Agreement if such non-fulfillment results from force majeure circumstances confirmed by the Chamber of Commerce and Industry of Ukraine.

7. Client's Rights and Obligations

Client's Rights:

7.1.1. To receive Services under the terms of this Offer.

7.1.2. To request information regarding the Services by contacting the Service Provider via the contact details listed on the Website.

7.1.3. To participate in online sessions using a single access point only (computer, laptop, smartphone, etc.).

7.1.4. To exercise all consumer rights under the applicable laws of Ukraine.

Client's Obligations:

7.2.1. To pay fully for the Services under the terms and deadlines provided in this Offer and on the Website.

7.2.2. To provide accurate contact details for communication with the Service Provider.

7.2.3. To maintain the proper technical condition of their equipment and internet access.

7.2.4. To independently and promptly review information about schedules, prices, and conditions of the Services, made available via email, Viber, Telegram, or the Website.

7.2.5. To follow the Service Provider's recommendations and assignments.

Prohibited Actions:

7.3.1. Recording (audio, video, screenshots, etc.) online sessions without permission.

7.3.2. Copying, distributing, or selling any content obtained through the Services.

7.3.3. Translating or publishing course materials without permission.

7.3.4. Using course materials for commercial purposes without prior written consent.

7.3.5. Creating similar or competing products based on the obtained information.

7.3.6. Disseminating false or defamatory information about the Service Provider or other participants.

7.3.7. Sharing Service access with third parties.

8. Service Provider's Rights and Obligations

Service Provider's Rights:

8.1.1. To independently determine forms and methods of providing the Services.

8.1.2. To set and change the prices of Services unilaterally.

8.1.3. To modify session dates and schedules.

8.1.4. To change the content, structure, and duration of Services.

8.1.5. To photograph, record, and publish sessions for marketing or educational purposes, with Client's implied consent.

8.1.6. To engage third parties (trainers, assistants) to deliver the Services.

8.1.7. To collect necessary information from Clients for Service delivery.

8.1.8. To conduct surveys and publish anonymous feedback.

8.1.9. To deny access or terminate Services for violations without refund.

8.1.10. To send marketing and informational communications (with opt-out options).

8.1.11. To amend this Offer unilaterally by publishing a new version on the Website.

Service Provider's Obligations:

8.2.1. To deliver the Services in accordance with the Offer's terms.

8.2.2. To ensure the confidentiality of Client's data.

8.2.3. To provide updated information about Services and changes.

9. Liability and Dispute Resolution

9.1. The Parties are liable for non-fulfillment or improper fulfillment of obligations under this Offer according to the laws of Ukraine.

9.2. The Service Provider does not guarantee specific outcomes from participation in the Services.

9.3. The Service Provider is not liable for technical failures beyond its control.

9.4. Disputes shall be resolved initially through negotiations or claims procedure. If unresolved within 30 business days, the dispute will be submitted to court at the Service Provider's location.

10. Personal Data Protection and Confidential Information

10.1. By accepting this Offer, the Client grants consent for the processing of their personal data according to Ukrainian law.

10.2. Processing includes collection, storage, use, dissemination, and destruction of data related to Service delivery.

10.3. The Client consents to the transfer of their data to affiliates and service partners.

10.4. All information obtained by the Client during the use of the Services is confidential.

10.5. The Client agrees not to disclose confidential information without the Service Provider's written consent.

11. Intellectual Property Rights

11.1. All course materials (webinars, trainings, recordings, etc.) are protected intellectual property.

11.2. Copyright and related rights belong to the Service Provider. The Client receives a personal, non-transferable right to use the materials for non-commercial purposes.

11.3. Copying, distribution, modification, and commercial use of materials without prior written consent is prohibited.

12. Miscellaneous

12.1. This Offer enters into force from the moment the Client makes payment and is valid for the duration specified on the Website.

12.2. In matters not covered by this Offer, the Parties shall follow the applicable legislation of Ukraine.

12.3. The Parties confirm full understanding of the rights and obligations arising from this Offer.

12.4. If any provision of the Offer becomes invalid, the remaining provisions remain in force.

12.5. Ukrainian law applies to all relations arising from this Offer.

12.6. The Parties may formalize this Agreement in writing if necessary.

Service Provider's Details:

Name of the Recipient:

Individual Entrepreneur Maria Valeriivna Beksiak

IBAN: UA753052990000026005030140949

Email: mariabeksiak@gmail.com