

# Public Offer Agreement

This Agreement is an official Public Offer of Fondexx Inc. (hereinafter referred to as the "Contractor") for any person (hereinafter referred to as the "Customer") who accepts this offer on the conditions specified below.

## 1. Terms and Definitions

1.1. For the purposes of this Agreement, the following terms and definitions are used in the following meaning:

"Offer" - this document, Public Offer of selling access to educational content.

"Acceptance of Offer" means full and unconditional acceptance by the Customer of the terms of this Offer, by the methods provided for in clause 3 of this Offer.

"Online Course" is a course consisting of a set of video lectures and methodological materials and tasks organized by the Contractor via remote access via the Internet, either in real time or in a recording, using a specially designed download application for this purpose installed on the the customer's computer or through a web application.

"Software" is a system of distance learning through online courses belonging to the Contractor.

"Webinar / Seminar" is a recording of the video presentation of the training course, with the Contractor's comments and a live broadcast of the Performer's performance. Feedback between the Contractor and the Customer on conducting webinars is carried out using a chat or on a certain website.

"Personal Cabinet" means a set of protected pages on the Contractor's website created at the Customer's registration, through which the Parties interact. Access to the Personal Cabinet is carried out by the Customer by entering the login and password provided by the Contractor to the Customer after the registration is completed.

## 2. Subject of the Public Offer Agreement

2.1. The subject of this Agreement is the paid provision to the Customer of access to online courses and other information materials and the creation of an environment

for communication with other participants, exchange of experience and establishment of partnerships (the "Service").

2.2. Online courses, cost, terms and the registration form are available at <https://fondexx.com>

2.3. The Contractor has the right to organize additionally consulting online webinars, incl. with the speeches of invited speakers, or provide unreleased bonus materials on terms that are at their discretion.

Information on the time and place of additional webinars is indicated in the closed area of the website and can be duplicated in the form of a separate notification to the Customer's mail box.

2.4. Information and other materials, including electronic media, audio and video recordings, provided to the Customer by the Contractor within the framework of the provision of the Services under this Agreement, are provided exclusively for personal use by the Customer. In the event that the Customer allows the dissemination of this information, he is liable to the Contractor for losses caused by the fact of information distribution in the form of a fine, the size of which is specified in clause 9.2.

2.5. The Contractor has the right to change the online courses, prices, terms of this Public Offer without prior agreement with the Customer, while ensuring the publication of the modified terms on the Contractor's website, as well as in the publicly available place for reading these documents, at least 5 (five) days before they are put into operation.

Continuing to use the website after the relevant changes take effect, the Customer expresses its consent to the new terms.

2.6. This agreement has the force of an Agreement on the provision of services.

### **3. Acceptance of the Offer**

3.1. The Customer makes an Acceptance of the Offer by 100% payment of the Contractor's Services, in respect of which the Offer Contract is concluded, subject to the conditions described in clause 5 of this Offer.

3.2. By accepting this offer, the Customer confirms that the Contractor's rendering of the Services under this Agreement remotely with the use of the software fully corresponds to the Customer's ability to use the Services rendered in this way.

The Customer undertakes to independently ensure the availability of software on his personal computer and the technical means necessary for training.

#### **4. General Conditions for Service Provision**

4.1. The Contractor renders the Service to the Customer only if the following conditions are met:

4.1.1. The customer sent his registration information and accepted the Public Offer having paid the Contractor's Services for the next billing period in the form of a subscription fee (or at a time for a separate online course not included in the general library of courses) in the amount of 100% prepayment.

4.2. The service is provided to the Customer in the amount corresponding to the amount of payment made by him in the following order:

- access to the general library of online courses is provided to the Customer in the closed section of the Site. The conditions for opening access to the courses of the section are indicated in the description of the relevant course.
- access to individual online courses that are not included in the general library of courses is provided to the Customer in the closed section of the Site after receipt of payment for the relevant course or other conditions for opening access specified in its description.
- connection to the community of participants of the training, provision of conditions for the exchange of experience and establishment of partnerships is carried out at the expense of the course fee.

4.3. Access to the content of the information products of the Contractor does not have time limits for the Customer provided that the subscription fee is received on the Contractor's account in time.

4.4. These Services are not subject to licensing, are not accompanied by the conduct of final certification, the assignment of any qualification and the issuance of an education certificate.

4.5. The customer independently learns online courses, to which he has access, without checking the quality of homework done or the degree of assimilation of information, **unless otherwise specified in the description of the relevant course.**

4.6. No information, materials and / or advice provided by the Contractor in the provision of services under this contract, can not be considered as guarantees. Decision-making on the basis of all information provided by the Contractor is in the

exclusive competence of the Customer. The customer assumes full responsibility and risks associated with the use of information and materials provided by the Contractor in the performance of its obligations under this agreement

## **5. Cost of Services and Settlement Procedure**

5.1. The cost of the services is listed at <https://fondexx.com>

5.1.1. The cost can be changed and depends on:

- the chosen educational course;
- an individual discount of the Customer.

5.2. Payment for the services is made by the Customer in advance in the amount of 100% of the price of the Services.

5.3. Payment is made by transferring money to the settlement account of the Contractor.

5.4. The moment of payment is considered the receipt of funds to the settlement account of the Contractor.

5.5. Paying for a separate course/webinar implies one-time payment without further automatic debiting of funds from the Customer's card.

5.6. The subscription fee will be automatically debited from the Customer's card every billing period (30 days) starting from the initial payment of the subscription fee.

5.7. The Customer at any time has the right to cancel in their Personal Cabinet automatic debiting of funds on the subscription fee for the next billing period and, thus, to completely abandon the Contractor's Services.

## **6. Refund of Payments**

6.1. In the event of the Customer's refusal of the Contractor's services, the money received by the subscription fee for the previous accounting periods are not returned to the Customer.

6.2. The refund of funds received for the payment of a separate course that is not included in the general library of courses is made upon a separate application of the Customer in written form to [info@fondexx.com](mailto:info@fondexx.com). In the application for refund, the reasons for which the Customer requests the return of funds, bank details for the transfer of funds, and a copy of the Customer's identity document are enclosed.

## 6.2. Refund Policy:

- the application for return is sent to the Contractor no later than 3 (three) business days from the moment of access to the relevant course, on which the demand for return is claimed;
- the reasons why the Customer demands a return are recognized by the Contractor as reasonable.

In the absence of one or more return conditions specified in this clause, the Contractor has the right to refuse to satisfy the Customer's demand.

6.3. The Contractor refuses to satisfy the application for refund if it is submitted by the Customer for the following reasons:

- change of the interests and priorities of the Customer;
- the software on the Customer's personal computer and its technical means do not allow viewing and studying the materials of online courses.

6.4. The decision on refund or refusal to return money is accepted by the Contractor within 10 (ten) working days from the moment the Contractor receives a written application from the Contractor for refund.

6.5. When making a decision to satisfy the Customer's demand for the return of payment, the Contractor has the right to withhold up to 12-30% of the cost of the course in order to reimburse the actual costs of training. The specific amount of withholding is determined by the Contractor.

6.6. The funds are returned to the account of the Customer, from which the payment was made, or to another account as agreed by the Parties.

## **7. Rights and Obligations of the Parties**

7.1. The Contractor undertakes:

7.1.1. To ensure the performance of the Services in the proper quality, within the period agreed upon by the parties.

7.1.2. To provide the Customer with:

- access to the personal cabinet of the user

- Access to software that allows you to independently learn information materials in the form of video, interactive exercises and presentations in electronic form;

7.1.3. To organize the conditions for the Customer's communication with other participants in the training and exchange of experience and forging partnerships by creating and maintaining a closed community group on the Internet.

7.2. The Contractor has the right:

7.2.1. To change online courses, cost, terms of this public offer without prior agreement with the Customer.

7.2.2. To add the Customer's e-mail address specified during registration to your mailing list.

7.2.3. To suspend the provision of Services under this Agreement (terminate access to the library of online courses) in the event of a violation of the terms for paying a subscription fee on the part of the Customer or in the case of receiving the Customer's notification of the return application via the support service.

7.2.4. To close access to the Contractor's site without the right to refund in the event of a breach by the Customer of the requirements of this Agreement, including the use by the Customer of profanity during the course or participation in the online webinar, general appeals to the Contractor's mistrust on the Internet, insulting the Contractor's employees, attacks, the fact that the Customer violated the exclusive copyright of the Contractor.

7.3. The Customer undertakes:

7.3.1. To observe all the rules for obtaining the Services set by the Contractor for this Offer.

7.3.2. To ensure a sufficient amount of funds on their bank account to pay the subscription fee.

7.3.3. Not to distribute information materials received during the provision of the Services, nor record them on audio and / or video media. In the event that the Customer allows the dissemination of this information, he is liable to the Contractor for losses caused by the fact of distribution of information, including lost profit of the Contractor.

7.3.4. To ensure the protection of access to your Personal Cabinet and not to transfer the rights under this agreement to third parties without the written consent of the Contractor. When the Customer determines the facts of unauthorized access to his account, he undertakes to notify the support service of the Contractor as soon as possible about this circumstance to the address: [info@fondexx.com](mailto:info@fondexx.com)

7.4. The Customer has the right:

7.4.1. To refuse the letters sent by the Contractor by clicking on the link indicated in the email.

7.4.2. To request a refund under the conditions specified in this Agreement

## **8. Terms and Changes to the Offer**

8.1. This Offer comes into force from the moment of acceptance by the Customer of the Acceptance of the Offer and is valid until full fulfillment of obligations by the Parties.

8.2. The Customer agrees and acknowledges that the Contractor has the right to make changes to the Offer at any time and it is the Customer's responsibility to follow the changes to the Offer.

8.3. Continuing to use the Site after the relevant changes take effect, the Customer expresses its consent to the terms of this contract in a new edition.

8.4 By signing this document the Customer automatically agrees that they read and fully understood all the points mentioned at the [Privacy Policy](#) of the Company located at the website of the Company. By agreeing to this the Customer confirms that the company implemented all necessary procedures required by the GDPR regulation, and confirms that the Company is totally transparent in the process of Data Collection and Privacy Policy.

## **9. Responsibilities of the Parties**

9.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties are liable, in accordance with the current legislation of the place of registration of the Contractor.

9.2. For non-fulfillment or improper fulfillment of obligations under the clause 2.4. of this Agreement the Customer undertakes to pay a fine of 3,000 euros to the Contractor.

9.3. All disputes and disagreements that may arise out of or in connection with this Offer must be resolved through negotiations between the Parties. If it is not possible to reach an agreement through negotiations, the Parties apply to the court at the place of registration of the Contractor.

9.4. Without violating the above, the Contractor shall be released from liability for violation of the conditions of this Offer, if such violation is caused by force majeure circumstances, including: actions of public authorities (including adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and / or computer network malfunctions, strikes, civil unrest, unrest, any other circumstances, not limited to those listed above, which may affect the performance of the performer of this agreement.

9.5. Unless otherwise specified in this Offer, the Contractor shall not be liable to the Customer for: indirect losses, loss of profit regardless of the way in which they are inflicted.

9.6. Payment under this Offer means acceptance of all conditions (points) listed above.

## **10. Contact Information**

FONDEXX INC.

PO Box 1276

Port Vila, Vanuatu

Inquiries accepted at: [info@fondexx.com](mailto:info@fondexx.com)