

APPROVED  
by Private entrepreneur  
Dovhy Mykola Mykolayovych  
03.02.2022

## **PUBLIC OFFERING AGREEMENT ON THE PURCHASE OF TICKETS FOR THE EVENT**

**Private entrepreneur Dovhy Mykola Mykolayovych**, hereinafter referred to as the “Contractor”, enters into this Agreement with any natural or legal person, hereinafter referred to as the “Customer”.

### **1. TERMS AND DEFINITIONS USED IN THIS AGREEMENT**

1.1. Cancellation means removal of Tickets from the Order with automatic transfer to free sale in the system. Orders not paid for during the Booking validity period are canceled automatically at the end of the Booking validity period (unless otherwise provided on the Website).

1.2. Customer means an individual who has accepted in full and without exception the terms of the offer (who accepted the offer).

1.3. Contractor - **Private entrepreneur Dovhy Mykola Mykolayovych**.

1.4. Online store - an Internet site that has an Internet address, <https://blockchainua.com>, owned by the Contractor (hereinafter - the Website).

1.5. Entrance ticket - a document established by the organizer of the event, confirming the right of a person to visit the event, in the form of an electronic document or a document on a tangible medium purchased for a fee, and certifying the right to visit the event. One Ticket is valid for one person.

1.6. Order - one or more Entrance tickets for one Event, selected by the Customer for purchase, issued in the online store.

1.7. Event - A conference and / or meeting, hackathon, party, business breakfast or other type of event organized by **Private entrepreneur Dovhy Mykola Mykolayovych** or another person in whose interests **Private entrepreneur Dovhy Mykola Mykolayovych** acts. Information about the Event is posted on the Site.

1.8. Recipient of the ticket - an individual or legal person authorized by the Customer to receive the purchased Entrance Ticket.

1.9. Offer - this offering agreement on the purchase of tickets to individuals for the event (Public offer **Private entrepreneur Dovhy Mykola Mykolayovych**), published by e-mail <https://blockchainua.com> and / or available at the request of the buyer at ticket sales points.

1.10. Booking validity period - the period from the moment of ordering to payment of the Order set by the Contractor, during which Entrance tickets included in the Order are

not available for use by persons other than the Customer of this Order during the entire Booking validity period.

1.11. Service fee - non-refundable funds that may be additionally charged to the Customer during the sale of Entrance tickets for the provided services of booking and registration of Entrance tickets, inextricably linked with the ticket sales procedure. Information on the amount of the Service fee for each Ticket is available when Ordering and purchasing Entrance tickets.

1.12. Point of sale - web-sites on the Internet for the sale of Entrance tickets for both the Contractor and the Contractor's agents.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The subject of this offer is the sale of the ticket (s) to the Customer for attending a specific Event from those offered in the online store on the terms of this Offer.

2.2. Acceptance of this Offer in case of purchase of an electronic ticket is recognized only by the Customer in the aggregate of the following actions:

- filling in the application form on the Site;
- Order payment in full.

2.3. Acceptance of the Customer is the unconditional acceptance by the Customer of the terms of this agreement.

2.4. If the Customer does not fully accept the terms of this Offer, the sale of Entrance tickets, including Electronic tickets, is not carried out. Entrance tickets purchased by the Buyer may not be returned, including in case of refusal of the Customer on the basis of the Customer's disagreement with the terms of this Offer after acceptance of its terms and payment of tickets. Refunds for tickets purchased by the Customer are possible only in the manner and under the conditions established by this Offer.

2.5. The Contractor has the right to make changes to this Offer, but in any case such changes are published in a timely manner and are publicly available on the Internet and at points of sale. The Customer's use of the Contractor's services after making changes to the text of the Offer means acceptance of the Offer, taking into account the changes.

2.6. The terms of this Offer are valid both for Customers who make payments through the Site and at points of sale, and do not depend on the form of payment.

2.7. The Contractor has the right to terminate the Offer at any time without prior notice to the Customer in case of violation of the latest terms of this Offer and other rules.

2.8. This Offer comes into force from the date of its placement on the Site and is valid indefinitely.

2.9. In accordance with the provisions of the Law of Ukraine "On Personal Data Protection" № 2297-VI of 01.06.2010, the Customer recognizes and agrees to provide the Contractor with personal data, and equivalently personal data of third parties specified by the Customer, received by the Contractor in the process of registration of the Entrance ticket (Order), namely: surname, name, gender, contact phone number, city, delivery address (in case of ticket delivery services) and e-mail address. The Customer's personal data is processed in accordance with the legislation of Ukraine. The Customer entitles the Contractor to the processing of his personal data in connection with the

provision by the Customer of the Services stipulated by this Offer, including in order to receive advertising notices from the Customer about the event, tickets for which are sold by the Contractor. Due to the fact that the processing of personal data of the Customer is carried out in connection with the implementation of the contract concluded on the terms of this Offer, the consent of the Customer to the processing of his personal data is not required. The term of use of the provided personal data is indefinite. The Customer guarantees and is responsible for the fact that the data specified in the Order are voluntarily provided by them and third parties when issuing a ticket, and all these persons are familiar with and agree with the Offer.

### **3. ACCEPT RULES**

3.1. This offer is considered the main document in the official relationship between the Customer and the Contractor for the sale of Entrance tickets. Acceptance by the Customer of this Offer is carried out by consistent performance by the Buyer of the actions specified in paragraph 3.3 of this Offer (acceptance of the Offer). Acceptance by the Customer of this Offer is carried out voluntarily and equivalently to the conclusion of a written agreement (paragraph 2 of Article 642 of the Civil Code of Ukraine).

3.2. Prior to accepting the Offer, the Customer must be sure that all the terms of this Offer are clear to him and he accepts them unconditionally and in full.

3.3. Acceptance of this Offer by the Customer is carried out by successive actions:

- a) access to the Point of sale and / or access to the Site;
- b) selection of a specific Event and category of Entrance Ticket (s) from those available at the time of the Customer's application;
- c) acquaintance with the terms of this Offer;
- d) acquaintance with the restrictions of specific Events, as well as providing a contact phone number, e-mail address, name and surname of the Recipient of the Electronic ticket, and if provided the delivery of the ticket (s) - address and time of delivery.

3.4. After performing all the actions specified in paragraph 3.3 of this Offer, the Customer, depending on the chosen method of purchasing a ticket pays the Order in accordance with the selected method of purchase with the appropriate method of purchase within the time specified in the payment rules for a particular Event.

3.5. After payment of the Order, the Customer either receives the Entrance ticket at the point of sale or by arranging its delivery (for a fee), or prints the e-ticket, or records the e-ticket in the memory of the technical device belonging to the Customer, provided such a device allows the possibility of demonstrating a document for control (scanning) by the access control system at the venue of the Event.

3.5.1. In accordance with the provisions of paragraph 3.5 of this Offer, the Customer may receive an electronic ticket by sending it by the Contractor to the e-mail address specified by the Customer. The electronic ticket is sent only if the Customer fulfills the obligation to pay in full the cost of the Entrance ticket and the Service fee (in case of collection of the Service fee).

### **4. PAYMENT PROCEDURE**

- 4.1. The Customer has the right to pay for Admission Tickets in any of the ways offered by the Contractor, information about which is on the Site.
- 4.2. The organization and transfer of funds in favor and / or on behalf of the Contractor for payments made by holders of electronic means of payment using electronic methods of processing payments for goods sold by the Contractor is carried out by contractors who have the necessary licenses to transfer funds and other licenses and permits, and with which relevant agreements have been concluded.
- 4.3. Payment is recognized as made by the Customer at the time of confirmation of a successful transaction by the bank or payment system or at the time of receipt of funds at the Point of sale.
- 4.4. In case of payment of the Order by bank card on the Contractor's Website, the Customer is obliged to use a bank card issued in the name of the Customer. At the same time, the cashier at the Point of ticket sale has the right to require the Customer to provide original documents proving the identity of the Customer.
- 4.5. An electronic ticket can be obtained by the Customer only if the Customer forms the Order directly on the Site and pays for the order only by bank card or other non-cash method, information about which is provided on the Site.
- 4.6. After payment of the Order according to paragraph 4.2 of this Offer the Order is considered sold and the Customer has the right to visit the Event.
- 4.7. In case of non-payment or partial payment of the order during the Booking validity period, the Order is considered unpaid and canceled.

## **5. RETURN OF FUNDS**

- 5.1. Cash received by the Contractor as payment for the Entrance Ticket (electronic ticket) shall be refunded to the Customer only in case of complete cancellation of the Event without postponing the Event to another date within a calendar year after the original date of the Event.
- 5.2. Refunds in accordance with the terms of this Offer for Entrance Tickets purchased by the Customer are made only for tickets purchased at Points of Sale or on the Contractor's Website.
- 5.3. Funds are returned to the Customer only if there is a written request for return of the ticket, which must be sent by the Customer by e-mail associated with the Customer and provided by the Customer when purchasing the ticket, and if sent to the Customer by written consent of the Contractor . The Contractor has the right to refuse a refund in the event of a decision to postpone the Event and set a new date for the Event to another date during the calendar year following the original date of the Event.
- 5.4. Refunds in accordance with the terms of this Offer for tickets purchased by the Customer are always deductible from any fees and Service Fee and the cost of delivery of ordered and paid by the Customer ticket (s) (if delivery was ordered and paid for by the Customer).
- 5.5. The Contractor does not refund money for lost, damaged Entrance Tickets, as well as tickets with any corrections and information hidden by any artificial means.

5.6. In case the Customer uses Promo-codes, discounts, etc., the amount is subject to return, taking into account the discounts provided.

5.7. In case of cancellation of the Event, the Contractor has the right to exchange the Entrance Ticket for the ticket (s) to another Event organized by the Contractor or the Contractor's partner.

## **6. PROMOTIONS AND GIFT TICKETS**

6.1. The Customer has the right to receive a discount when placing an order on the Site or at the Points of sale, if the Customer participates in the Promotion or has purchased a Gift Ticket.

6.2. Receiving a discount by the Customer is possible by using the Promo Code.

6.3. The promo code gives the right to receive a one-time discount on orders in the amount and within the time specified in the terms of the Promotion. After using the Promo Code, it becomes invalid and cannot be reused.

6.4. The Gift Card entitles you to a one-time discount on orders of no more than the face value of the Gift Card. After using such a Promo Code, the Gift Card becomes invalid and cannot be reused. Validity of the Gift Ticket: 90 (ninety) calendar days from the date of purchase.

6.5. The discount is granted at the face value of the Ticket and does not apply to the Service fee and other additional fees.

6.6. If the amount of the discount exceeds the amount of the face value of the Entrance tickets in the order, the difference is not reimbursed to the Customer. The promo code in this case is considered used.

## **7. RETURN AND RENEWAL OF TICKETS**

7.1. If the Customer refused the event for personal reasons, only if you purchase a ticket directly on the Contractor's Website, the Customer has the opportunity to return unused tickets or recover lost tickets in the manner prescribed by Section 7 of this Offer.

7.2. Upon return of unused Entrance Tickets no later than 72 hours before the start of the Event, the Customer may receive 100% (one hundred percent) reimbursement of their cost, subject to the provisions of paragraph 5.4. Offers. The Contractor reserves the right to refuse a refund.

7.3. In case of loss of the Entrance Ticket, provided it is purchased directly on the Contractor's Website, the Customer may contact the Contractor and use the "Ticket Renewal" service, for which an additional fee of 20% (twenty percent) of the ticket price may be charged. If the Contractor is unable to identify the Customer or operations related to the purchase of a ticket, the "Ticket Renewal" service is not provided.

7.4. If the Customer wishes to replace the purchased ticket with another ticket available to the Contractor, the Customer may contact the Contractor and use the "Ticket Replacement" service, for which an additional fee of 10% (ten percent) may be charged from the ticket price. The Contractor reserves the right to refuse to provide this service.

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES**

## **8.1. The Contractor undertakes:**

8.1.1. From the moment of concluding this agreement, send the Customer by e-mail a Ticket to the West, the address of which is specified in the Customer's application.

8.1.2. Inform the Customer about any changes and additions to the Event by posting information about the changes on the Site and / or on the pages of the Event on social networks.

8.1.3. Do not disclose any private information of the Customer and do not provide access to this information to third parties except as provided by the laws of Ukraine and the terms of the [Privacy Policy](#).

8.1.4. Provide the necessary information about the dates, place and time of refund for purchased Tickets in case of cancellation of the Event.

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

8.2.1. Require from the Customer full agreement with the terms of the offer.

8.2.2. Refer to the services of third parties to accept payments for Tickets.

8.2.3. Unilaterally change the program of the Event by posting appropriate changes on the Site and / or on the pages of the Event in social networks.

8.2.4. The Contractor reserves the right not to perform the Services in case of Force majeure.

8.2.5. The Contractor has the right to deny the Customer access to the Event or the Customer may be removed from it without compensation for the cost of the Entrance ticket in the following cases:

- The Customer trades, signs, distributes and distributes printed materials, posters, flyers and other products of information or advertising content, conducts presentations, demonstrations, advocacy, propaganda activities without the written consent of the Organizer;
- The Customer organizes and conducts unauthorized rallies, demonstrations, marches, pickets, as well as other uncoordinated actions and flash mobs on the territory of the Event;
- The Customer commits actions that may become a source of threat to the property of the Organizer, participants of the Event and / or exhibition complex, life or health of people who are in the territory of the Event; a source of obstacles or violations in ensuring the security of the Event;
- The customer carries and / or consumes alcohol, drugs and psychotropic substances in the territory of the Event, is in a state of alcoholic, narcotic or toxic intoxication;
- The Customer violates public order or in any other way interferes with the Event, does not comply with the legal requirements of the Organizer;

8.2.7. The Contractor reserves the right to send information materials and promotional materials to the contact details of the Customer. By making payment (part of the payment) under this Agreement, the Customer confirms the Customer's consent to receive information materials and promotional materials about goods / works / services offered by the Contractor and / or contractors of the Contractor, as well as information clarifying previously sent by the Contractor. The Customer confirms its



consent to receive from the Contractor (from any accounts used by the Contractor) mailings, electronic mailings and other mailings (both individual and mass), carried out by the Contractor at its discretion to inform about industry news and / or advertising of goods / works / services offered by the Contractor and / or contractors of the Contractor.

8.2.8. The Contractor has the right, in case of violation of public order by the Visitor (Customer) / obstruction by the Visitor of the normal course of the Program of the Event / creation of obstacles by the Visitor in receiving services by other visitors of the Event, to remove such Visitor-violator from the venue. Cash paid by the Customer, in the case specified in this paragraph, is not returned to the Customer.

8.2.9. The Contractor has the right to remove / prevent from visiting the Event persons who use abusive words and / or insult the honor, dignity and reputation of the persons present at the Event and / or the Contractor.

8.2.10. The performer has the right to photograph, audio and video of the Event in general and its visitors in the Event in particular.

The Contractor (his contractors and proxies) has the right to use the above photo, audio and video materials at its discretion, including, without limitation, to place in printed publications, advertising materials, on Internet sites, without obtaining additional consent from Customer / his representatives - visitors to the Event (directly depicted in photos / videos during the event in the Event ) and without payment to the Customer / his representatives - visitors to the Event by any kind of rewards / deductions.

8.2.11. The Contractor (its contractors and proxies) has the right to use the above photo, audio and video materials in the manner specified in the previous paragraph, without specifying the name of the Customer, without naming the Customer, and without the consent of the Customer, indicating the name of the Customer.

Declaration and confirmation of the consent of the Customer and visitors whose Tickets are paid by the Customer for the rights of the Contractor specified in this paragraph is the fact of acceptance by the Customer of this offer and payment of the invoice issued by the Contractor.

8.2.12. In case of violation paragraph 8.3.11. of this Agreement by the Customer, or refusal to present the Document, the Contractor has the right to remove such a person from the venue. Cash paid by the Customer, in the case specified in this paragraph, is not returned to the Customer. In case of detection of this violation and / or presentation of a fictitious document, all responsibility lies with the Customer.

8.2.13. If the Customer refuses to accept the present Offer on the terms set forth therein, refuse the Customer to sell him the Ticket and provide the Services.

8.2.14 Set and change tariffs for their Services unilaterally and at any time.

8.2.15 Include in the cost of the Order and charge the Customer Service fee. The cost of delivery of Tickets is paid separately.

8.2.16 Require the Customer to pay in full for the ticket or e-ticket before selling the Entrance ticket.

8.2.17 Cancel the issued Order if it is not paid during the Booking validity period. The canceled Order cannot be renewed for repayment, except by creating a new Order by the Customer.

8.2.18 If the Customer fails to comply with any of the paragraphs of the Offer, refuse to provide him with further services.

### **8.3. The customer undertakes:**

8.3.1. Until the conclusion of this agreement, read the terms of this agreement and the cost of tickets on the Event Website.

8.3.2. Agree to the terms of this Offer.

8.3.3. Choose the Event that the Customer wishes to attend, subject to the restrictions on the Site for attending this Event.

8.3.4. Provide true information about their data when buying a ticket. If the Customer refuses to provide the necessary information, the Contractor has the right to refuse to sell the ticket.

8.3.5. Check the data of the Order before issuing a ticket. The customer is fully responsible for the veracity of the information and the legality of the use of data used by him during the ticket.

8.3.6. Pay in full the cost of the ticket (tickets). If necessary to receive documents confirming payment - contact the Contractor.

8.3.7. At the request of the Organizer's representatives, provide a document proving the identity of the Customer upon receipt of a badge (ticket) certifying the passage to the Event.

8.3.8. At the request of the Organizer's representatives or at the request of employees of third-party organizations involved by the Organizer (security, staff in the registration area), provide an identity document of the Customer, at any re-entry into the Event.

8.3.9. Undertakes not to use the Contractor's services in any way (in particular, but not limited to: poster space, promoted throughout the Event, information for advertising messages, information for news messages on the site and social networks of the Contractor and any other services) to disseminate / promote information about their (Customer) and / or third parties goods, services, as well as about the event (including, but not limited to: party, event, conference, exhibition, seminar, competition, etc.).

8.3.10. Not to perform the actions provided for in paragraph 8.2.6 of this Agreement.

8.3.11. In the event that public authorities and / or local governments introduce rules stipulating that a test of COVID-19 by polymerase chain reaction or a rapid test for SARS-CoV-2 coronavirus antigen must be performed in order to attend, attend public events, conducted no more than 72 hours before the event or a document confirming receipt of a full course of vaccination, international, domestic or foreign certificate confirming vaccination against COVID-19 with one dose of single-dose vaccine or two doses of two-dose vaccine (green certificates), which are included by the World Health Organization in the list of permitted for use in emergencies, a negative result of testing by polymerase chain reaction or recovery from a disease, the validity of which is confirmed by the Unified State Web Portal of electronic services (hereinafter -



Document), in particular using the mobile application of the Portal of Diya (Diya), the Customer undertakes to have and present to the Contractor an authentic Document on the first request.

#### **8.4. The customer has the right to:**

8.4.1. Make a ticket purchase on the Site. At the same time, the Customer acknowledges that he fully and unconditionally accepts the terms of this Offer.

8.4.2. Choose the method of ticket payment from those offered on the Site.

### **9. RESPONSIBILITY AND SETTLEMENT OF DISPUTES**

9.1. The Contractor shall not be liable for non-performance or improper performance of services by him or by third parties due to untruthfulness, insufficiency or lateness of supporting information provided by the Customer, as well as due to other violations of this Offer by the Customer.

9.2. The Contractor is not responsible for the Customer's failure to visit the Event due to circumstances that depend on the Contractor (Event organizer).

9.3. The Contractor is not responsible for the non-compliance of the Event with the expectations of the Customer and its subjective assessment.

9.4. In case of violation by the Customer paragraph 8.3.9. of this Agreement, the Contractor has the right to remove such violator from the venue of the Event. Cash paid by the Customer, in the case specified in this paragraph, is not returned to the Customer.

9.5. The Contractor shall not be liable for any personal property of the Customer lost, damaged or otherwise wholly or partially lost in the Event. In these cases, the owner of the lost property has the right (at its discretion) to apply to law enforcement agencies to establish the truth and bring the perpetrators to justice. Visitors should not disturb the normal course of the Event, create any difficulties / obstacles / inconveniences for those present in the Event, in particular to resolve issues related to lost property, by their actions committed due to total or partial loss of property.

9.6. The customer assumes all possible commercial risks associated with his actions to make errors and inaccuracies in his personal data.

9.7. The Contractor shall not be liable for any damages and moral damages incurred by the Customer as a result of misunderstanding or incomprehension of the information on the procedure for registration / payment of the Order, as well as receipt and use of Services.

9.8. The Contractor is not responsible for the efficiency and / or security of information channels used by the Customer to access the Contractor's website, as well as for storing information, including e-tickets received by the Customer in accordance with the terms of this Offer.

9.9. All claims and lawsuits related to this Offer must be submitted in writing within 10 (ten) calendar days from the date of their occurrence, but not later than within 10 (ten) calendar days from the date of the Event. After the expiration of the specified term claims will not be considered by the Contractor.

9.10. Disputes arising from the performance of the contract on the terms of this Offer shall be resolved in compliance with the claims procedure. The claim is submitted to the Contractor in writing with the attachment of documents substantiating the proposed requirements, within no more than 10 (ten) calendar days from the date of the dispute. The received claim is considered by the Contractor within no more than 10 (ten) calendar days.

9.11. The parties will make every effort to reach an agreement on controversial issues through negotiations. If it is impossible to reach an agreement in the negotiations, the disputes that have arisen shall be considered in court at the location of the Contractor.

9.12. For all other issues not provided for in this Offer, the Parties are guided by the current legislation of Ukraine.

## **10. CIRCUMSTANCES OF FORCE MAJORITY**

10.1. The Parties shall be released from liability for full or partial non-performance of their obligations under the Agreement if such non-performance is the result of force majeure, i.e. extraordinary and unavoidable circumstances under these conditions.

10.2. Force majeure circumstances include, in particular: extraordinary and unavoidable circumstances which objectively make it impossible to fulfill the obligations under the terms of the Agreement, namely: national crisis, threat of war, armed conflict or serious threat of such conflict, including but not limited to hostilities attacks, blockades, military embargoes, actions of foreign enemies, general military mobilization, military actions, declared and undeclared war, actions of public enemy, perturbations, acts of terrorism, sabotage, piracy, riots, invasions, blockade, revolution, revolt, uprising, mass riots, imposition of martial law, curfew, quarantine established by the Cabinet of Ministers of Ukraine or other authorities, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strikes in the industry or region, accident, illegal actions of third parties, fire, explosion, long breaks in the work of transport, regulated by the conditions of the respective p decisions and acts of public authorities, etc., actions and decisions of public authorities, failures occurring in telecommunications and energy networks, malicious programs, as well as unscrupulous actions of third parties, expressed in actions aimed at unauthorized access and / or withdrawal from system and / or hardware of each Party, as well as circumstances caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, storm, flood, earthquake, lightning, fire, subsidence and landslide soil, other natural disasters, etc.

## **11. CONFIDENTIALITY OF DATA**

11.1. The Customer is responsible for the confidentiality of his registration name (login) and password, as well as for all actions performed under this name (login) and password.

11.2. The Contractor shall not be liable for and shall not indemnify for damages incurred as a result of unauthorized use of the Customer's identification data by third parties.

## 12. TERM OF THE OFFER

12.1. This Offer comes into force from the date of its placement on the Contractor's website and is valid indefinitely. The provisions of this paragraph also apply to additions (changes) to this Offer.

12.2. The Contractor has the right to change the terms of this Offer without further information to the Customer.

## 13. DETAILS OF THE PERFORMER:

Private entrepreneur Dovhyi Mykola Mykolayovych

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