

PUBLIC OFFER AGREEMENT

Updated: December 26, 2025

PREAMBLE

Individual entrepreneur Victoria Biyata, StudyExpert.de (hereinafter referred to as the “Contractor”) offers any legally capable individual to join the Public Offer Agreement (hereinafter referred to as the “Agreement”) on certain terms and conditions. When referring to both the “Contractor” and the ‘Consumer’ simultaneously, the term “Parties” is used.

The Agreement is posted on the website (site) at: <https://study-expert.org>, which allows anyone to familiarize themselves with its content.

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

1. DEFINITION OF TERMS

The terms listed below and mentioned in this Agreement mean the following:

Channel – a channel created on the Telegram social network, to which the Consumer has the right to access in order to familiarize themselves with the Contractor's information materials.

Curator – a representative of the Contractor who assists the Consumer with organizational issues related to the subject of the Agreement.

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

Training materials – related information materials in the form of guides, checklists, links to course videos, etc., to which the Consumer has access on the training platform.

The learning platform is a chatbot on Telegram or another social network for providing remote services to the Consumer who has paid the full cost of the services. Access to the learning platform and other additional materials is provided to the Consumer using the third-party service ZENEDU or another service.

Financial agent - a payment system (represented by Portmone Limited Liability Company) that organizes and executes money transfers on behalf of the Contractor using

electronic methods of processing payments for goods or services sold on the website.

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

The terms listed above have the same meaning when used in the singular and plural, as well as when written with a capital or small letter. Other terms used in the Agreement are defined in accordance with the provisions of the current legislation of Germany, and in the absence of a definition in the legislation, they have a commonly accepted meaning or are defined according to the rules of business practice.

2. SUBJECT OF THE AGREEMENT

The Contractor provides the Consumer with a range of information and consulting services and services for the use of digital content (hereinafter referred to as the “Services”) as provided for in the Agreement.

The User has the right and technical ability to familiarize themselves with the range of services and their cost on the Website, and then select, pay for, and purchase the services.

The range of services under the Agreement consists of:

providing access to the Channel;

providing access

providing access to the Course on the learning platform.

The Contractor has the right to change the scope of services and their 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 specified on the website at the time of the Consumer's acceptance of the Agreement.

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

If the Consumer has entered into a loan agreement or similar agreement with any bank or credit institution to pay for the services under the Agreement, the Consumer shall be solely responsible for all obligations to such institution. The terms and conditions for obtaining and fulfilling obligations do not depend on the Contractor and are accepted independently by the Consumer.

If the bank charges any commission for the transfer of funds, such commission shall be paid in full by the Consumer separately from the amount transferred.

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

PROCEDURE FOR MAKING PAYMENTS.

To make a payment, the Consumer must perform the following steps in the following order:

A. To pay through a Financial Agent:

- Click on the payment button on the website and fill out the payment form with your personal and bank details.
 - Make the payment through the Financial Agent and send the completed form.
- Fulfillment of the obligation is confirmed by a receipt from the Financial Agent sent to your email.

B. For payment based on an invoice:

- Contact technical support and inform them of your desire to purchase services and provide your personal data (full name, phone number, email address) for invoicing.
 - Make payment based on the invoice issued by the Contractor and send the payment receipt to the latter.
- Fulfillment of the obligation is confirmed by a receipt from the Consumer's bank.

4. TERM OF THE AGREEMENT

The Agreement shall be deemed concluded and shall enter into force upon its signing by the Parties. The Agreement shall remain in force for the term of provision of services under it. The term of provision of services shall be 1 (one) calendar month, but in any case until the Parties have fully fulfilled their obligations.

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

5. PROCEDURE FOR ACCEPTANCE OF THE AGREEMENT

A person who has attained full legal capacity in accordance with the applicable laws of their country of citizenship has the right to enter into the Agreement. If a person does not have sufficient legal capacity, the Agreement shall be entered into by their parents, guardians (trustees), or adoptive parents in the interests of the person they represent.

The Agreement is concluded by the User of the website giving their full and unconditional consent (acceptance) 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 of full payment for the services by the Consumer.

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

Procedure for accepting the Agreement:

- If the Consumer wishes to pay for the services on the website:

A). After clicking the payment button, the Consumer confirms their agreement with the terms of the Public Offer Agreement and its other integral parts by placing the appropriate marks, which is a mandatory prerequisite for concluding the Agreement.

B). The Consumer fills out and sends the payment form on the Financial Agent's page.

- If the Consumer wishes to pay for the services on the basis of an invoice:

a). The user contacts Technical Support using the details provided on the website, indicating their desire to purchase the services and receive all the necessary information to make the payment.

b). The Contractor shall receive confirmation from the Consumer that they have read and agree to the terms of the Agreement and other integral parts thereof, and shall send an invoice for payment for the services to the Consumer by any means of communication.

The Consumer shall not be entitled to consume the services under the Agreement if the Agreement has not been concluded or if the Consumer does not agree with the provisions of the Agreement in whole or in part.

6. PROCEDURE FOR PROVIDING SERVICES

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

On the Learning Platform, the Consumer gets access to the Course Lessons. In the Channel, the Consumer can chat with the Curator, other participants, etc., but only if they follow the Chat Rules, which are an add-on to the Agreement.

The Consumer gets access to the Course Lessons gradually according to the schedule posted on the Learning Platform or communicated to the Consumer 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 Contractor according to the date and time communicated to the Consumer in any manner 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 of the date and time of the online conference but was not present for any reason, it shall be deemed that the Consumer was present and the services were provided to them.

All Course materials are copyrighted and subjective, and the Consumer may disagree with the positions and opinions expressed therein.

Characteristics of the Course (Digital Content) received as part of the provision of information and consulting services under the Agreement, depending on the service tariff purchased by the Consumer:

- Course lessons and homework assignments are posted on the learning platform, namely at the link received by the Consumer after paying the full cost of the services.
- The Course consists of Lessons that contain materials.
- Within the Course, the Consumer is guaranteed access to the Course video materials posted on the learning platform and information files in pdf format.
- Digital content received by the Consumer from the Contractor under the Agreement may be used solely for personal purposes, for the purpose of familiarizing oneself with the subjective opinions of the Contractor.
- Digital content is provided for a limited period of time, namely 3 (three) months from the date of the Consumer's authorization on the educational platform via 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) working days.

- The 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 from the Contractor under the Agreement. This fact is not considered a non-compliance of the Digital Content with the terms of the Agreement and is not a defect thereof. The Consumer agrees to this.

The Contractor provides the Consumer with access to the Course, which contains relevant, modern, and practical methods, techniques, and tools that can be used by the Consumer in their professional activities. The use of the information received is carried out by the Consumer independently and solely at their own discretion.

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

7. INTELLECTUAL PROPERTY RIGHTS WARNING

The Contractor has sufficient rights to use and provide access to all materials provided to the Consumer on the learning platform, in particular the 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 received from the Contractor for commercial purposes. The transfer of any other rights under the Agreement is not provided for.

The consumer is prohibited from copying, reproducing, recording by screen capture, photographing, video recording, or photographing in any other way, posting or publishing on any publicly accessible platforms, including social networks, combine individual parts of objects into other objects, or otherwise violate the copyright of the materials.

The consumer does not have the right to sell or provide access to their Telegram account to third parties and must complete the course independently and on their own behalf.

Any violation of copyright and related rights will be prosecuted in accordance with the applicable laws of Germany and international treaties.

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 address specified in the details of the Agreement and the Telegram messenger chat linked 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 learning 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 German legislation on the protection of personal data.

The personal data that the Contractor may obtain from the Learning 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 being transferred to third parties.

9. LIABILITY

The Parties shall be liable for improper performance of their obligations in accordance with German law and the terms of the Agreement.

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

The payment of fines, penalties, and compensation for damages does not release the Party from the proper performance of its obligations.

The Contractor shall not be liable for the consequences resulting from the Consumer's failure to take the

Course, watch the videos, participate in online conferences, etc.

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

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

In case of violation by the Consumer of the provisions on intellectual property rights set forth in the Agreement, the latter shall, at the request of the Contractor, pay a fine in the amount of EUR 50,000.00 (fifty thousand euros) for each violation.

The Consumer shall be 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 are unable to reach 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 German law.

11. TERMINATION OF THE AGREEMENT

Termination of the Agreement shall not release the Parties from their obligations arising 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 agreement by concluding a Supplementary Agreement certifying such termination.

The Party wishing to terminate the Agreement shall send the other Party a message in any form by means of communication with a proposal for such termination.

The other Party shall have the right to:

- Accept this proposal and send a confirmation message agreeing to terminate the Agreement within 5 (five) business days of receiving the proposal message.
- Reject such a proposal and send a response message objecting to the termination of the Agreement within 5 (five) business days from the date of receipt of the proposal message.

In the absence of a response from the other Party to the sent message proposing termination of the Agreement, it shall be deemed that the other Party has rejected 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 email 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 email address. The Agreement shall be deemed terminated from the date of sending the corresponding notification.

By court decision:

A party to the agreement has the right to apply to the court with a request to terminate the Agreement. The Agreement shall be deemed terminated from the date of the court's decision on such termination.

In other cases provided for by the Agreement:

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

12. REFUND

A refund of the amount paid to the Consumer is possible if, within 3 (three) calendar days after the date of purchase of the course, an official letter is received from the Consumer at the Contractor's support email address studyexpert1@gmail.com, indicating the reason why it is impossible to take the course. When paying by card, the funds will be refunded in the same way as 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 shall be exempt from liability for partial or complete failure to fulfill their obligations under this Agreement if such failure was the result of force majeure circumstances that arose after the signing of the Agreement and which the Parties could not have foreseen or avoided.

Force majeure includes natural disasters (fires, floods, earthquakes, etc.), military actions, terrorist acts, strikes, mass riots, epidemics, pandemics, quarantines, actions of state authorities or local self-government bodies that prevent the performance of the Agreement, and other circumstances beyond the control of the Parties. The list of force majeure circumstances is not exhaustive.

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

If the force majeure circumstances last for more than 30 (thirty) calendar days, the Party shall be obliged to resume the performance of its obligations under the Agreement regardless of the circumstances. If such performance of obligations is impossible, the Parties may terminate the Agreement early.

The occurrence of force majeure circumstances shall release the Parties from liability for the period of such circumstances, but shall not release them from the proper performance 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 shall apply to the entire territory of Germany and the territory of other states and shall be unlimited.

Appendices and Additional Agreements to this Agreement are its integral parts and are legally binding if they are in writing and signed by the Parties.

The Contractor has the right to make changes to the Agreement without additional notice to the Consumer. In order to enable the Consumer to familiarize themselves with the current terms of the Agreement, the Contractor shall post a version of the Agreement with all the latest changes on its website and indicate the date on which such changes took effect.

The Agreement and its Appendices shall be 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 provision of the Agreement is found to be invalid (void) or illegal under the applicable laws of Germany, all other provisions of the Agreement shall remain in force as if such provision had been separated from the Agreement and was not included in it. In this case, the Parties undertake to make appropriate changes to the Agreement (without revising the main terms and provisions 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 shall be governed by the applicable laws of Germany.

15. CONTRACTOR'S DETAILS

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Deutschland
Internet: www.studyexpert.de
Steuernummer: 119/207/01916

Appendix No. 1 to the Public Offer Agreement

CHAT RULES

These Chat Rules are an appendix to the Public Offer Agreement (hereinafter referred to as the Agreement) and are considered binding for the Consumer who has entered into the Agreement.

By entering into the Agreement, the Consumer agrees to all the rules set forth in this Appendix, as well as to possible liability for non-compliance with them.

The chat rules are designed to ensure compliance with the norms of etiquette and proper behavior of the Consumer who has become a member of the Channel, chats on the Telegram social network (hereinafter referred to as the "chat") or has gained access to online conferences. Communication in the Channel, chats, or during online conferences should not distract you or other participants from receiving information and consulting services under the Agreement.

Participants in the Channel, chats, and online conferences shall act in accordance with the following rules:

1. Participants are prohibited from:

Insulting or humiliating the Contractor, curators, managers, and other participants in the Channel/chats/conference in any form;

Use rude and offensive expressions, profanity, or swearing in any context;

Incite racial, national, ethnic, or religious hatred or commit other acts that are discriminatory in nature, promote violence, or offend the feelings of other participants;

Discuss political and religious topics and news, as well as discuss and condemn the language used by other chat or online conference participants;

Condemn the actions of the Contractor, curators, managers, and other persons. All disputes and controversial issues shall be resolved through personal communication;

Duplicate the same messages (spam) in the Channel/chats/online conferences;

Discuss technical issues, in particular regarding problems with access to the course or refunds. These issues shall be resolved through personal communication with the Contractor and managers;

Promote and advertise any goods or services, as well as post third-party links in the Channel/chats without the permission of the Contractor, curators, or managers;

Provoke other participants to violate these or other rules;

Fail to follow the instructions of the Contractor or curators regarding the desired behavior in the Channel/chats.

2. Participants are allowed to contact the Contractor, curator, or manager to resolve organizational issues related to the consumption of information and consulting services under the Agreement.

Participants should not discuss such individual issues in the Channel/chats or at online conferences.

3. In case of non-compliance with these Chat Rules when communicating in the Channel/chats or at an online conference, the Contractor may, at its discretion, delete messages, issue warnings, and remove the Consumer from the Channel/chat/online conference.

4. In the event of a gross or repeated violation of the Chat Rules, the Contractor may terminate the Agreement unilaterally, which may result in the termination of other services provided to the Consumer, in particular, deprivation of access to online conferences, deprivation of access to the Course, etc.

The amount of money paid by the Consumer under the Agreement is non-refundable and constitutes a penalty (fine) for the latter's violation of these Chat Rules.