

## PUBLIC AGREEMENT (PUBLIC OFFER)

This offer is aimed at an unlimited number of persons and is a public offer to conclude a Public Service Agreement, posted on the Internet at <https://exam-data.com> (hereinafter referred to as the Public Offer or Agreement) on the following conditions:

By making the Acceptance, the Customer confirms:

- that all his actions are aimed at the real onset of legal consequences that are stipulated by the Agreement;
- that the Customer is not limited in the right to make transactions;
- that the Customer is not recognized as legally incompetent (in whole or in part), does not remain in a painful state, does not suffer from diseases at the time of the conclusion of this Agreement, is not under the influence of drugs and other drugs that impede the understanding of the essence of the Agreement and / or its action or inaction.

### 1. TERMS USED IN THE AGREEMENT

- 1.1 Acceptance is full and unconditional acceptance of the offer by the Customer by taking actions aimed at confirming the Public offer using the technical capabilities of the Site.
- 1.2 Customer is a person who has accepted the terms of this Agreement and becomes the Customer of the Contractor's services under the concluded Agreement. The customer can be any competent individual who has reached 18 years of age and who intends to receive the services of the Contractor in the manner and on the conditions determined by this Agreement.
- 1.3 Contractor (Organizer) is the site's service provider.
- 1.4 Site Administration is a person or group of persons who (s) has the authority to manage the Site, moderate it, post content on the Site and interact with Users, as well as perform other actions related to the use of the Site. The Site Administration acts on behalf of the Site Owner.
- 1.5 Website - a set of data, electronic (digital) information, other objects of copyright and (or) related rights, etc., interconnected and structured within the address <https://exam-data.com>
- 1.6 Offer means this offer from the Contractor to conclude a Public Agreement for the provision of Services, which is posted on the Site, aimed at an indefinite number of persons.
- 1.7 User means an individual or legal entity that uses the Site for information purposes on an unpaid or paid basis.
- 1.8 Registration in your personal account means a procedure voluntarily performed by the User on the Website, which consists in performing a set of actions by the User (according to a special form), including the provision of personal data in order to create a Personal Account and access to the Website services.
- 1.9 Personal Account is used to define a closed part of the Site, accessible to the User after registration, designed to manage and configure Exam-data services, to store and edit User data. The personal account contains information that the User reported about himself when registering on the Site and allows Exam-Data to identify the User using an individual login and password.
- 1.10 Login is used to define the unique name (identifier) of the User on the Site, used to enter the User into the Personal Account and perform any actions using the functionality of the Site, including the conclusion and implementation of agreements, but not limited to this.
- 1.11 Password is a secret character set that is required to enter the User's Personal Account, known only to the User.
- 1.12 Products mean digital training materials ("Products") sold by us.

### 2. BASIC PROVISIONS

- 2.1 The agreement is concluded between the Contractor and the Customer of services in the form of an accession agreement.

- 2.2 This Agreement is a public agreement, which is considered to be concluded between the Contractor, on the one hand, the Customer, on the other, from the moment of Acceptance, the last of all, without exception, the conditions and provisions of this Agreement.
- 2.3 In the manner and under the conditions defined by this Agreement, the Contractor undertakes to provide the Services to the Customer, and the Customer undertakes to accept and pay for the Services provided, in case the Services are provided on a paid basis.
- 2.4 The actions indicating consent to comply with the terms of this Agreement are the acceptance by the Customer of the terms of this Agreement.
- 2.5 The Customer carries out the Acceptance of the Agreement after reviewing its terms and conditions posted on the Site by aggregate or separate execution of any of the following actions:
  - 2.5.1 Payment by the Customer of the Service in full, if it is provided on a paid basis.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1 The Contractor provides the Customer with informational data containing questions and answers on the topics chosen by the customer.
- 3.2 Services, in accordance with the terms of this Agreement, are the provision of information services, namely providing access to the Site and using its functional capabilities for personal non-commercial purposes and cannot be interpreted as providing advice and the sole source of information when purchasing a Product (hereinafter referred to as the "Service").  
If you require any professional advice or services, we recommend consulting with a qualified professional before acting on any information or purchasing any products available on this website.
- 3.3 We are responsible for the content of the Website, accuracy, and truthfulness of information and descriptions of the content on the Website, but we cannot guarantee that the information will always be accurate, complete, and up-to-date. For this reason, we strive to regularly update the Website. We may update this information as needed, and all information on the Website may be subject to such changes without prior notice. However, we make no representations, warranties, or commitments of any kind regarding the information, content, or materials presented on the Website. This includes, among other things, the quality, accuracy, completeness, and truthfulness of the information.
- 3.4 The information published on the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representations or warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement of rights, compatibility, security, and accuracy.
- 3.5 The information published on the Site consists of information posted on open resources and may contain technical, typographical, or photographic errors. The Contractor makes no warranties regarding the accuracy, completeness, or timeliness of any publication.
- 3.6 The Contractor may update the materials on the Site at any time without warning and is not responsible for updating resources.
- 3.7 Registered and unregistered trademarks, logo designs, registered company names and other such forms of IP are also the property of their respective owners.

### **4. COST OF SERVICES AND RATES**

- 4.1 The cost of the Services depends on the volume and nature of the Services that are provided, and is indicated immediately after the election of a particular Service.
- 4.2 The Contractor has the right to unilaterally change the cost of the Services until they are paid.
- 4.3 Payment for Services by the Customer confirms familiarization and full acceptance of the terms of this Agreement.
- 4.4 Payment for the Services is made by bank transfer to the account of the Contractor, the details that are provided to him after choosing the Service.
- 4.5 The service is considered paid from the moment the funds are credited to the Contractor's current account.

## 5. PROCEDURE FOR PROVISION OF SERVICES

- 5.1 For efficient and full use of the Site, the User needs to register by correctly and fully filling out all the necessary fields of the registration form, entering the following data: name, surname, email of the User.
  - 5.1.1 When registering, the User is obliged to provide reliable and relevant information, including a unique login for each User, email address, password for access to the Personal Account. The Contractor reserves the right to change the fields of the registration form and require the User to enter additional information.
  - 5.1.2 The User agrees and undertakes to provide true, accurate and complete information for his Personal Account and to maintain its truthfulness, accuracy and completeness.
  - 5.1.3 By registering on the Site, the User has access to the Personal Account using the entered login and password, which allows him to organize the search results (bookmarks, search history, acquired Products).
  - 5.1.4 After registration, the username and password chosen by the User are sufficient information for the User to access the Service. The user does not have the right to transfer his username and password to third parties, bears full responsibility for their safety, independently choosing the method of their storage. Any actions committed using his username and password are considered committed by the corresponding User.
- 5.2 The procedure for the provision of free services by the Contractor:
  - 5.2.1 The user, without making payments according to the selected parameters, gets limited access to the full information posted on the website.
- 5.3 The procedure for the provision of services by the Contractor on a paid basis:
  - 5.3.1 The customer has paid access to the full information available for the selected Product, which is posted on the website.
  - 5.3.2 The Contractor does not guarantee the availability of Products for all examination tests, as well as the accuracy, completeness, veracity, and comprehensiveness of the information contained in the Product.
  - 5.3.3 The Contractor is not responsible for the accuracy or completeness of the information provided in the Product.
  - 5.3.4 The Customer gets access to the acquired Product in the Personal Account, as well as an additional email with a personal link to the Product is sent to the specified email address of the Customer.
  - 5.3.5 The Customer, when paying for the Services, namely: access to the service for a certain period of time, receives up-to-date information on the Product during the entire paid period.

## 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1 Rights and obligations of the Customer
  - 6.1.1 The customer has the right to receive the Services under the terms of this Agreement.
  - 6.1.2 The Customer is entitled to receive information from the Contractor about the Services that are provided and the conditions for their provision.
  - 6.1.3 The customer is entitled to enter the Personal Account under his account at the same time from only one access point (personal computer, laptop, netbook, tablet, etc.).
  - 6.1.4 The customer is obliged to provide the Contractor with complete and reliable information about his data. In the event of a change in data, the Customer is obligated to update relevant information in the Personal Account, taking on the risks of the consequences of untimely commission of such actions.
  - 6.1.5 The customer is obliged to ensure the security and confidentiality of the information specified and used in the Personal Account. The customer independently ensures the safety of his personal login and password. The Customer bears full responsibility for any actions carried out through his Personal Account, and agrees to immediately inform the Site Administration of any case of unauthorized use of the Personal Account, any violation of the established safety standards, as well as a violation of the terms of this Agreement.

- 6.1.6 The Customer is obligated not to reproduce, repeat, copy, sell, or use for any purpose the information and materials that became available to him in connection with the provision of the Services, except for their personal use.
- 6.1.7 Customer agrees not to post or upload content or elements to inappropriate categories and services on the Site.
- 6.1.8 Customer is prohibited from distributing or posting spam, unwanted or mass emails, spreading viruses, or performing any other actions that could harm Exam-data.
- 6.1.9 The Customer agrees and confirms that using the Services, in any case, it does not contribute to fraud, deception or breach of trust; does not carry out transactions with stolen or counterfeit items and / or items whose free circulation is limited and / or prohibited in accordance with applicable law; does not affect the ownership of the Contractor or third parties, including intellectual property; Does not publish information that offends someone's honor, dignity or business reputation; does not carry out slander, does not threaten; Does not call for the commission of a crime, and also does not incite ethnic and ethnic hatred; not conducive to terrorist and extremist activities.
- 6.1.10 The Customer has the right to require the Contractor to provide the Services in accordance with the terms of this Agreement.
- 6.1.11 The customer has other rights provided by international law.
- 6.2 Rights and obligations of the Contractor:
  - 6.2.1 The Contractor is obliged to organize and provide the Customer with the proper provision of the Services in accordance with this Agreement.
  - 6.2.2 The Contractor is obliged to ensure the storage and processing of the Customer's personal data, to provide confidentiality of these data in the process of their processing and to use them exclusively for the high-quality provision of Services.
  - 6.2.3 The Contractor is obliged to provide the Customer with information on the provision of the Services upon his request.
  - 6.2.4 The Contractor has the right to receive from the Customer the information necessary to fulfill its obligations under the Agreement.
  - 6.2.5 The Contractor has the right to close or suspend the operation of the Site or any part thereof, to supplement, modify, update materials without prior notice to the Customer.
  - 6.2.6 The Contractor has the right to unilaterally determine the cost of providing the Services.
  - 6.2.7 The Contractor has the right to conduct surveys, survey the Customer, including request feedback on the received Services, publish or otherwise distribute the results of the survey (survey), reviews on the provided Services.
  - 6.2.8 The Contractor has the right to unilaterally amend the terms of the Agreement by posting a new version of the Agreement on the Site.

## 7. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE

- 7.1 In case of non-performance or improper performance of their obligations under this Agreement, the Parties shall be held responsible in accordance with the applicable international law.
- 7.2 The Contractor is not responsible for the inability to use the Services for reasons dependent on the Customer.
- 7.3 The parties, taking into account the nature of the Services provided, undertake, in case of disputes and disagreements related to the provision of the Services, without fail to apply the pre-trial procedure for the settlement of the dispute, in particular by sending the corresponding written claim. If it is impossible to resolve the dispute out of court, such disputes shall be resolved in court in accordance with international law.
- 7.4 The Contractor is not responsible for the failure by the Customer to receive the Services under this Agreement if the Customer provides false information in fulfillment of the terms of the Agreement, including, but not exclusively, contact information (e-mail, other means of communication), as well as failure to provide information in case of her changes.
- 7.5 The Contractor is not responsible for the non-receipt by the Customer of the Services under this Agreement if the Customer cannot receive the Services for technical reasons beyond the control of the Contractor, in particular, if the Customer does not have access to the Internet as

a result of the actions of communication operators, providers, influence computer viruses and / or other malicious programs, due to the lack of necessary software and hardware and / or inadequate payment for such access.

- 7.6 The Contractor is not responsible for the actions or omissions of the Customer, as a result of which damage was caused to other Customers of the Contractor's services, and is also not responsible for damage caused to the Customer as a result of actions or inaction of other Customers of the Services.
- 7.7 The Contractor is not responsible for the Products non-compliance with the Customer's expectations and / or its subjective assessment. Such a discrepancy with expectations and / or a negative subjective assessment is not a reason to consider the Services provided poorly, or not to an agreed extent.
- 7.8 The Contractor is not responsible for non-receipt of profit (income), profit below expectations of the Customer, as well as for direct and indirect losses of the Customer.
- 7.9 The Customer is solely responsible for any consequences of its actions or omissions, including the expected results from the received Service.

## 8. PERSONAL DATA

- 8.1 By concluding this Agreement, the Customer confirms that he is fully acquainted with and agrees with its terms, the Privacy Policy published on this Site, and also gives permission to the Customer to process his personal data.
- 8.2 The personal data provided by the Customer is personal and confidential information, according to the Privacy Policy published on the [Privacy Policy](#) page and which is an integral part of the Agreement.

## 9. FORCE MAJEURE

- 9.1 The Parties are exempted from liability for partial or full failure to fulfill obligations under this Agreement if this failure was the result of force majeure circumstances (force majeure circumstances) arising after the conclusion of this Agreement and made it impossible to fulfill obligations in accordance with the terms of this Agreement. Such circumstances, in particular, but not limited to, include emergencies of a man-made, natural or environmental nature, accidents in power supply systems, the destruction of these systems caused, in particular, by earthquakes, floods, hurricanes, etc., a prolonged lack of electricity and the Internet for reasons beyond the control of the parties, hostilities, a strike, riots, and other unlawful acts, as well as floods, fires, anti-terrorist operations, earthquakes and other natural disasters actions, war, military operations, uncontrolled, unlawful acts and acts of vandalism of third parties, revolutionary actions, public unrest, acts or actions of government bodies, adoption of legal or by-laws that directly affect the parties' ability to fulfill the terms of this Agreement, and any other extraordinary circumstances.
- 9.2 If force majeure circumstances and their consequences continue to operate for more than three months, the Parties should negotiate as soon as possible in order to identify alternative methods acceptable for both Parties to fulfill the terms of this Agreement and to achieve the corresponding written agreements.

## 10. DURATION OF THE AGREEMENT AND THE TERMS OF ITS TERMINATION

- 10.1 This Agreement shall enter into force upon acceptance of this Agreement by the Customer and is valid until the Parties fully fulfill their obligations.
- 10.2 This Agreement may be terminated ahead of schedule:
  1. by mutual agreement of the Parties;
  2. at the initiative of the Customer, in case of violation by the Contractor of the terms of this Agreement;
  3. at the request of the Contractor, in case of violation by the Customer of the terms of this Agreement.

## 11. FINAL PROVISIONS

- 11.1 Acceptance by the Customer of the terms of this Agreement (acceptance of the offer) is possible only in full. Partial acceptance of the offer, as well as the acceptance of the offer on other conditions are not allowed.
- 11.2 The customer guarantees that all the conditions of the Agreement are clear to him and he accepts them unconditionally and in full, without any reservations and conditions.
- 11.3 The Customer gives his consent to inform about the other Services of the Contractor and (or) its partners by e-mailing to the address indicated by the Customer. This consent is given for an indefinite period and is valid until the Contractor receives a notification from the Customer about the refusal to send it to the email address [support@exam-data.com](mailto:support@exam-data.com)
- 11.4 Cases not regulated by this Agreement, the Parties undertake to resolve, being guided by the norms established by international standards.
- 11.5 The parties give each other their consent to the processing and storage of personal data that they become aware of in connection with the conclusion of this Agreement, to the extent that it is necessary in accordance with the requirements of applicable law.