

PUBLIC OFFER

DrivEd - is a platform to manage educational processes (hereinafter – **DrivEd, the Platform**). Using DrivEd, you will be able to automate the process of learning, make interaction between students and teachers more effective and increase the quality of educational services.

This Public offer is an agreement within the meaning of Article 633 of the Civil Code of Ukraine.

DrivEd undertakes to provide everyone who will request access and the right to use the Platform in order and under the conditions set out herein.

By getting access to the Platform and using it the Client approves, that he fully agrees with this Public offer and all its conditions.

1. DEFINITIONS

The Client – is a person, who has bought access to DrivEd, and who accomplishes and agrees with the terms determined under this Public offer.

The User – is an individual, who gets access to DrivEd and uses the Client's Content.

The Administrator – is an individual who, being a contact person, has the right to make decisions on using the Platform by the Client, in particular, to decide issues with regard to management of the Platform related to the Client's rights, to suspend the Platform use, to provide technical solutions which arise during the Platform using. The Administrator has the right to appoint additional contact persons or the Users. If otherwise is not determined by the Client, the Administrator is the first person, who was registered by the Client on the Platform.

The Content – is all and any information which is downloaded and published by the Client on the Platform including information and materials published by the Administrator and the Users.

User`s Account – is an account of the User to access the Client`s Content.

2. LICENSE

2.1. DrivEd is an integral object of intellectual property rights, in particular – a copyright object, intellectual property rights of which are protected in the manner determined under the legislation.

According to this Public offer, DrivEd grants to the Client a non-exclusive, revocable, non-sublicensable license to use the Platform on the territory of the world in order and under conditions determined under this Public offer.

2.2 Under the license the Client receives the following rights:

- to use DrivEd in his activity in any way. In this case the Client's right, which he receives according to this Public offer is non-exclusive copyright.
- to download, publish, and delete the Content from his account on DrivEd, taking into account special conditions determined herein;
- to provide the Users with access to the Content in order determined herein.

2.3 The Client is not allowed:

- to transfer (alienate) intellectual property rights of DrivEd, and transfer the right to use (exclusive, non-exclusive, granting licenses, etc.) the Platform to the third parties;
- to make any changes and/or modifications of DrivEd, its design, interface, etc.
- to use DrivEd by broadcasting on websites with commercial purpose as well as with non-commercial;
- to decompile or disassemble the program part of DrivEd.

2.4. DrivEd guarantees that it has the right and power to grant a non-exclusive license to use the Platform.

DrivEd guarantees that providing the Client with a non-exclusive license does not break any third person`s rights.

3. PRICE

3.1. The amount of payment for accessing and using the Platform offered by DrivEd depends on the plan chosen by the Client at <https://drived.space>. The plans differ according to the software functionality as well as the number of users who use the Client's account.

The client, legal entities and individuals - residents of Ukraine, make payment in hryvnia equivalent at the rate of the NBU on the date of invoicing.

3.2. The Client can change the package during the period of the Platform using. In such cases, the Client shall pay the price difference. He also obtains free fix-versions, and minor-versions, and expert technical support for one year from the date of changing.

3.3 All and any additional expenditures which are connected with the Client's access to the Platform, in particular, expenditures for the Internet, data roaming, payment for third party services integrated into the Platform, and other similar are not included to the price for the Platform using.

4. PAYMENTS

4.1. The price of the packages shall be paid by the Client for one (1) calendar year of DrivEd using.

4.2. During the first year of use, the price of the package shall be paid by the Client within five (5) calendar days from receiving an invoice. Payment for each following year should be done within five (5) calendar days from the date of the end of the previous period of DrivEd using under an invoice.

4.3. The price shall be paid in a non-cash form, the moment of payment is credit of funds to the current account. The Client-individual can pay via the website <https://drivedcrm.com/> and payment system Fondy.

4.4. DrivEd has the right to change the prices of the packages on its sole discretion by publishing new prices on the website <https://drivedcrm.com/>. Such changes shall come in force from the day of its publishing if otherwise is not mentioned in the text of a publication. DrivEd shall notify the Client on such changes in thirty (30) calendar days by sending an e-mail to his email address.

4.5. If the Client wants to use any additional functions and options of DrivEd, which will be developed after the Client has bought the right to use DrivEd, it shall be paid separately if otherwise was not agreed by the Parties.

4.6. If the Client does not use DrivEd during the period, for which he has already paid, such time is not counted for the next billing period.

5. RIGHTS AND OBLIGATIONS

5.1. The Client has the following rights:

5.1.1. to use the Platform in order and under conditions determined in this Public offer;

5.1.2. to receive information about functions of the Platform, changes, updates, and technical works carried out on the Platform;

5.1.3. to receive technical support during the Platform using;

5.2. The Client undertakes:

5.2.1. to follow the rules of the Platform using, determined under this Public offer, and follow internal policies and regulations on using of the Platform;

5.2.2. to provide the Administrators and the Users with rules of the Platform using which are determined under this Public offer and internal policies and regulations of DrivEd;

5.2.3. to ensure the safety of logins and passwords for access to the Platform. Inform DrivEd about loss of logins and passwords without any delays, but no longer than within one day from the loss.

5.2.4. to pay for using the Platform timely and in order, determined under this Public offer.

5.3. DrivEd has the following rights:

5.3.1. to control the Platform using, make a concept, establish obligations, provide the Client with recommendations and consultations on the Platform using;

5.3.2. to block Client`s access to the Platform without prior notification, in case the Client does not pay for using of the Platform or break the order of such payment, determined under this Public offer;

5.3.3. to delete Client`s Content in case specified in para. 7.3. of this Public offer;

5.3.4. to grant non-exclusive licenses to other persons;

5.3.5. to make changes and modify the Platform, including without notification of the Client. In case such changes reduce the functionality of the Platform that was previously accessible for the Client during using the Platform, DrivEd shall notify the Client about such changes no later than in seven (7) calendar days before their implementation;

5.3.6. to limit or stop Client's access to the Platform to conduct technical works with prior notification of the Client about this no later than in three (3) working days;

5.3.7. to get payments in the amount and in order, determined under this Public offer.

5.4. DrivEd undertakes:

5.4.1. to provide the Client with access to the Platform in order, determined under this Public offer;

5.4.2. to provide the Client with access to all internal policies and regulations on the Platform using;

5.4.3 to provide the Client with hosting services;

5.4.4. to form and provide the Client with reports based on data received from the Client.

6. ACCESS TO THE PLATFORM

6.1. The Client gets access to the Platform via his account. DrivEd provides access to the Platform only via web-interface.

6.2. The account shall be created by DrivEd based on the Client's data during three (3) working days from payment and in case all necessary data is provided to DrivEd. The Client guarantees correctness and accuracy of the data that he gives.

6.3. If DrivEd has reasonable ground to believe that the Client's data are inaccurate, DrivEd has the right to demand to confirm such data, including by providing necessary documents.

6.4. DrivEd creates the account and transfers to the Client login and password of the account via e-mail. The Client is solely responsible for the safety of the login and password to the account.

6.5. The Client provides the Users with access to his Content using their User`s accounts. DrivEd creates and deletes User`s accounts based on the Client's

request during one (1) calendar day from receiving such requests with all necessary data of the User which are required for creation of User`s account.

6.6. DrivEd sends login and password to access to User`s account via email of such User.

7. THE CLIENT'S AND THE USERS` CONTENT

7.1. DrivEd does not obtain any rights to the Content which was created, downloaded, and published by the Client and the Users during the Platform using. Except rights necessary to exercise the rights and obligations provided for in this offer.

7.2. The Client fills the Platform with the Content independently, by downloading and publishing the Content to his account. The Client is solely responsible for the essence of the Content and its compliance with legislation, and that such Content does not violate the rights of third parties.

7.3. The Client deletes the Content from his account independently. If the Client did not pay for using the Platform for three (3) months, DrivEd would have the right to delete the Client`s Content.

7.4. After expiration of the Platform using in accordance with this Public offer, the Client shall delete his Content. If the Client does not delete his Content, DrivEd would have the right to delete it after ninety (90) calendar days from the day when the Client has stopped using the Platform without any notification.

8. DATA PROTECTION

8.1. The Parties under this Public offer transfer to each other personal data of their representatives and the Users (data subjects).

8.2. The authorized representatives who agree with conditions of this Public offer, are notified about their rights determined in art. 8 of the Law of Ukraine “On Protection of Personal Data” (N^o 2297-VI dated on June 01, 2010) about including their personal data to the database of the Parties of this Public offer only for the purpose of its performing.

8.3. The Party, which transfers data, guaranties that:

- The Party is the lawful and legitimate owner of the relevant personal databases in the meaning of the Law of Ukraine “On Protection of Personal Data” (hereinafter- the Law).
- The Party has obtained consent to process and transfer personal data transferred to the other Party from the relevant personal data subjects;
- Transfer of personal data is carried out in compliance with the requirements of the current legislation of Ukraine in the field of personal data protection and the purpose of personal data processing.

8.4. The Party, which receives personal data of another Party, is the third party in accordance with the Law. The Party which has received personal data in accordance with the terms of this Public offer, processes them solely for the purpose of its performing, keeping records, and exercising their rights and obligations in economic, civil, tax and any other relations related to the execution of this Public offer.

8.5. The Party, who transfers personal data, agrees that the receiving Party has the right to transfer the personal data to any third parties without notifying the transferring Party, and agrees that the receiving Party has the right to provide third parties with access to personal data without the consent of the transferring Party, if the provision of such access is provided by applicable law and internal regulations of the receiving Party, or such access is necessary to

fulfill the conditions of this Public offer or the performance by the receiving Party personal its activities.

8.6. The Parties shall provide all necessary organizational and technical means to adequately protect the received personal data from unauthorized access or processing.

8.7. In case of violation by one of the Parties of the requirements of the legislation on personal data protection, the other Party shall not be liable for such violation.

8.8. The parties undertake to reimburse each other for any losses and costs connected with the consideration or satisfaction of claims by subjects whose personal data are transferred in accordance with this section of the Public offer and whose rights have been violated due to the failure of the relevant Party to fulfill obligations, provisioned in this section of the Public offer, and other loses or expenditures.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Platform and all its components, including, but not limited, algorithms, design, source code and its parts, and other components, which are the part of the Platform are copyright objects, which are protected under the legislation.

9.2 During the Platform using the Client do not obtain any rights to the Platform and/or to its components.

10. TECHNICAL SUPPORT

10.1. DrivEd provides technical support during the Platform using.

10.2. The Client can send a request for technical support via email - ask@drivedcrm.com or Telegram: [@drivedsupport](https://www.instagram.com/drivedsupport)

11. TERMINATION

11.1. In case of violation by the Client any requirements determined in the para. 2.3. of the Public offer, DrivEd has the right to terminate this Public offer with prior written notification of the Client in ten (10) calendar days before the day of such termination.

11.2. The Client has the right to refuse using the Platform by sending a written notice to DrivEd on the e-mail address ask@drivedcrm.com in ten (10) calendar days before the date of such termination. Funds, which have already been paid by the Client for the use of the Platform, are not refundable.

11.3. The Client has the right to refuse to use the Platform in case specified in the para. 5.3.5. sending written notice to DrivEd on the e-mail address ask@drivedcrm.com in ten (10) calendar days before the date of such termination. In such case, funds, which have already been paid by the Client for the use of the Platform, shall be returned to the Client during five (5) calendar days from the date of such termination.

12. DISCLAIMER AND RESPONSIBILITY

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE DRIVED SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DRIVED FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

IN ANY CASE DRIVED DOES NOT CONTROL THE SERVICES, WHICH ARE PROVIDED BY THE THIRD PARTIES DURING THE PLATFORM USING.

12.2. The Party is obliged, at the request of another Party, to reimburse the losses caused to it by non-fulfillment or improper fulfillment of obligations under this Public offer.

12.3. In case of violation by the Client any requirements determined in the para. 2.3. of the Public offer, the Client shall pay to DrivEd in the amount of 500000.00 UAH (Five hundred thousand hryvnias 00 kopecks).

12.4. The Client is solely responsible for the claims of the Users and other third parties related to the use of the Client's Content and receiving any services from the Client through the Platform.

12.5. Any use of the Platform means consent to be guided by this offer.

12.6. All rights to the Platform, in whole or in part, are and must remain the property of DrivEd.

13. APPLICABLE LAW

13.1 This Public offer and all its conditions are regulated in accordance with the law (legislation) of Ukraine.

14. DISPUTE RESOLUTION

14.1 In case of any disputes between DrivEd and the Client on the issues specified in this Public Offer or in connection with it, the Parties undertake to take all measures to resolve them through negotiations.

14.2 If one of the Parties considers impossible to resolve the disputes through negotiations, the disputes must be resolved in court in accordance with the current legislation of Ukraine.

15. **PUBLIC OFFER CHANGE**

15.1 DrivEd shall have the right to change conditions of this Public offer by publishing a new version on the website <https://drivedcrm.com/>.

16. **LICENSOR'S DETAILS**

Individual entrepreneur Shapran Oleksii

Address: 116, 33, Heroiv Pratsi street, Kharkiv, 61136

Record in Unified State Register No 2 480 017 0000 080703 dated September 05, 2003

Bank details:

IBAN UA933005280000026002455006659;

OTP BANK JSC