

## 1. GENERAL PROVISIONS

1.1. This Public Agreement (hereinafter referred to as the Offer or Agreement) constitutes the official offer of the Contractor (based on [escharts.com](https://escharts.com)) to provide the consulting and information services (hereinafter referred to as the Services) to the legal entities and/or competent individuals (hereinafter referred to as the Customer) under the conditions listed below by providing the esports analytics reports.

1.2. Acceptance of this Offer means the complete and unconditional acceptance by the Customer of all the conditions without any exceptions and/or restrictions and is equivalent to the conclusion by the parties of a bilateral written agreement on the conditions set forth below in this Offer.

1.3. This Public Agreement for the provision of Services (the Offer) is considered as concluded (accepted) from the moment the Customer's funds are received to the Contractor's account.

1.4. The Contractor and the Customer provide mutual guarantees of their legal capacity necessary for the conclusion and execution of this Agreement for the provision of Services.

## 2. TERMS AND DEFINITIONS

2.1 For the purposes of this Offer, the following terms are used in the following meaning:

**The Offer** refers to the current Public Agreement for the provision of information services.

**The Website** refers to the [escharts.com](https://escharts.com) website owned by the Contractor or any other online platform that the Contractor will use in accordance with the current Agreement.

**The Services** refer the Contractor's services for the provision of reports on the esports events that contain analytical information. The types of analytical information, the events to be analyzed, the amount of data and the cost of the Service are determined individually for each Customer, according to the service (or a set of services) selected by the Customer.

**Acceptance of the Offer** refers to the full and unconditional acceptance of the Offer through the implementation of activities that shall result in prepayment of the Service.

**The Contractor** refers to individual and/or legal entity authorized to provide Services to the Customer under the terms of this Offer.

**The Customer** refers to the individual and/or legal entity that has accepted the Offer on the terms and conditions set forth in it.

**The Agreement for the provision of consulting and information services** (hereinafter referred to as **the Agreement**) is an agreement between the Customer and the Contractor for the provision of Services, which is concluded through the Acceptance of this Offer.

## 3. SUBJECT OF THE OFFER

3.1. The subject of this Offer is the paid provision of services to the Customer by the Contractor in accordance with the terms of this Offer. Services that can be provided to the Customer under this Agreement include:

- provision of an individual electronic report;
- access to the analytical data through a paid subscription on the Website;
- any other way of accessing the paid data that is available on the Website.

3.2. The cost of the Services for the provision of an analytical report or the access to analytical data is set according to the tariffs that are published on the Contractor's Website specified in this Agreement. This Agreement for the provision of Services is considered concluded from the moment of payment by the Customer and receipt of funds to the account of the Contractor.

3.3. The payments under this Agreement are carried out in one of the ways offered to the Customer (including by clicking the "Make Payment" button) which include:

- paying for the Services through the payment systems used by the Contractor;
- using other non-cash payment methods agreed in advance with the Contractor, if necessary.

#### 4. TERMS OF PROVISION OF INFORMATION SERVICES

4.1. The Contractor provides the Service(s) to the Customer only subject to the full (one hundred percent) prepayment of the respective Service(s). Access to data on the Contractor's Website is provided for a period of time in accordance with the amount of prepayment of such Service(s).

4.2. The Customer does not have the right to publish in closed and open communication channels (aside of its own corporate communication channels), transfer and/or resell to any third party the data and results of all the Services received from the Contractor. The publication of the received data with the obligatory indication of the source of such data is possible only after establishing a written agreement with the Contractor. Otherwise, if such data is published in the media, the Internet or provided to the public in any other way by the Customer or third parties that have received the results of the Services provided by the Contractor, the Customer will be responsible for such publication or distribution.

4.3. In the case of a poor-quality, or incomplete or untimely provision of the Services by the Contractor to the Customer, the Customer must contact the Contractor by contacting the Contractor's support service at [info@escharts.com](mailto:info@escharts.com). Such a letter should indicate the specific problem, the contact details of the Customer and data on payment. To clarify the nature of the problem, the support service may also request other types of information.

4.4. The Contractor shall provide the Customer with the Services in the amount and at the price indicated on the Contractor's Website. Some types of Services and their cost may be agreed with the Customer on an individual basis.

4.5. This Offer has the force of a service act. Acceptance is made without signing the respective act. The moment of payment for the Services by the Customer to the Contractor shall be considered as the moment of acceptance of the rendered Services.

4.6. The Contractor reserves the right to refuse to provide the Services to the Customer without explanation.

4.7. For the act of non-compliance with the clause 4.2., the Customer may be fined a hundred times the cost of the Service

## 5. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

5.1. The Contractor is responsible for the storage and processing of the Customer's personal data, ensures the confidentiality of these data in the process of their processing and uses them solely to provide the Service to the Customer.

5.2. The Contractor guarantees and is responsible for the completeness and reliability of the analytical data provided by the Contractor in accordance with the established standards.

5.3. The Contractor reserves the right to change the date of the provision of the Services at any time by notifying the Customer no later than two calendar days from the date of such a decision, by sending a message to the Customer's email.

5.4. The Contractor is not responsible for any losses, technical problems or any other difficulties of the Customer, directly or indirectly related to the provision of the Services by the Contractor to the Customer.

## 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

6.1. The Customer is obliged to provide reliable information about himself to the extent necessary for receiving the Services. The Customer is responsible for the accuracy of such information.

6.2. The Customer shall not reproduce, repeat, copy, sell, or use for any purpose the information and materials that became available to the Customer due to the provision of the Services, except for doing so for personal use.

6.2.1 In case of the violation by the Customer of the conditions of the second section of the clause 4.2. of this Agreement, the Contractor has the full right to refuse further provision of the Services to the Customer. In this case, the money paid to the Contractor is not returned.

6.3. The Customer enjoys all the consumer rights in accordance with the current legislation of Ukraine, which regulates the conditions and manner of providing paid services.

6.4. In case of being provided with the Services of inadequate quality, the Customer has the right to use the rights provided for in Article 8 of the Law of Ukraine "On Protection of Consumer Rights" only in cases where the violation of the Customer's rights has occurred due to the Contractor's fault and with existence of a clear evidence of such an occurrence.

6.5. All the claims regarding the quality of the Services provided must be sent by the Customer to the Contractor by e-mail to [SUPPORT@escharts.com](mailto:SUPPORT@escharts.com). The time for consideration of the Customer's claim(s) by the Contractor is 30 (thirty) calendar days (including claims containing a request for a refund) from the moment the claim is received by the Contractor, after which the Contractor takes one of the following decisions: 1) a decision on disagreement with the claim and denial of a refund, or 2) a decision of consent to the claim and the satisfaction of the claim for a refund.

6.6. In the event that the Contractor makes a decision on the return of funds, the funds shall be returned to the Customer by crediting them to the Customer's account, credit card, personal account or other details agreed by the parties. All refunds are made on condition that the Customer sends an application to the Contractor in a form that will be sent to the Customer by e-mail. The parties unconditionally accept that the final decision on the method of returning funds remains in each case at the discretion of the Contractor. In the event of a refund to the Customer's bank account or to the Customer's payment system account, a completed application for a refund in the prescribed form with the Customer's signature will be sent by e-mail to the Contractor in a scanned electronic form (with only .gif, .jpeg, .pdf file formats being allowed). The application for the return of funds must contain the information on the account of the Customer, the commercial organization (bank) the account belongs to, and the address of this organization. If the application does not contain the necessary information required for the implementation of the refund, the Contractor does not guarantee the terms specified in the clause 6.5.

6.7. The funds shall be credited to the bank account indicated by the Customer within 30 calendar days from the moment of the Contractor's receipt of the signed and scanned application of the Customer in the prescribed form. A financial document confirming the payment of funds by the Contractor to the Customer's account is proof of the fulfillment by the Contractor of the obligation to return funds to the Customer, which is unconditionally accepted by the parties.

## 7. RESPONSIBILITY OF THE PARTIES

7.1. The Contractor and the Customer, taking into account the nature of the Services provided, shall undertake, in the event of disputes and disagreements related to the provision of the Services, to apply a pre-trial procedure for the settlement of any and all disputes. In case of impossibility of resolving the dispute in pre-trial procedure, the parties are entitled to apply to the Ukrainian court.

7.2 The parties are responsible for non-performance or improper performance of obligations under this Offer in accordance with the legislation of Ukraine.

## 8. GUARANTEES OF QUALITY OF INFORMATION SERVICES

8.1. By accepting the terms of this Offer, the Customer also assumes the risk of loss or non-receipt of profit and the risk of possible losses associated with the use of the results of the Services received from the Contractor.

8.2. The acceptance for consideration of the Customer's claims requesting a refund is terminated after 5 (five) calendar days from the moment the Customer receives the Services. Any means of extending the guaranteed refund term are considered as impossible and contradicting this Offer.

8.3. Claims requesting a refund must be sent to the Contractor no later than one day before the expiration of the period specified in the clause 8.2. All other claims requesting a refund from the Contractor will not be considered.

## 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 arising after the conclusion of this Agreement and making it impossible to fulfill the obligations in accordance with the terms of this Agreement. Such circumstances include, in particular but not limited to: 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., prolonged power and Internet outages happening for reasons beyond the control of the parties, hostilities, rebellions, strikes, riots and other unlawful actions, as well as the state of health of the Contractor (and/or the host of the webinar), floods, fires, anti-terrorist operations, earthquakes and other natural disasters, 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 regulatory acts that directly affect the possibility of fulfillment of the terms of this Agreement by the parties, and any other extraordinary circumstances.

9.2. The deadline for the fulfillment of obligations under this Agreement is postponed for a period of time encompassing the duration of these circumstances and their consequences.

9.3. In case the force majeure circumstances and their consequences continue for more than six months, the parties should negotiate as soon as possible in order to identify alternative methods of fulfilling the terms of this Agreement acceptable for both Parties and to reach the appropriate written agreements.

## 10. OTHER PROVISIONS

10.1. The Customer guarantees that all conditions of the Offer are understandable to him and accepts them unconditionally and in full, without any conditions, exceptions and reservations.

10.2. In matters not regulated by this Agreement, the Parties undertake to be guided by the norms established by the current legislation of Ukraine.

10.3. The Contractor under this Agreement is ESM.ONE Inc and/or a person entitled to provide such Information Services.

10.4. The legislation of Ukraine applies to this Agreement.

10.5. The parties give mutual consent to the processing and storage of personal data revealed to them due to conclusion of this Agreement, to the extent that it is necessary in accordance with the requirements of the current legislation of Ukraine.