

Last updated: 17/01/2023

PUBLIC OFFER ON THE PROVISION OF INFORMATION SERVICES

Agreement in English language is made for Clients from outside of Ukraine. If you are currently residing in Ukraine, please, refer to Ukrainian Agreement.

CRYPTO CREW (through individual entrepreneur Vadym Korolenko, entry in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations No. 2068000000042044 dated 20.05.2019) (hereinafter - the "Contractor") offers to an unspecified circle of individuals who reside outside of Ukraine (hereinafter - the "Client ") (together in the text - "Parties, individually the Party") within the meaning of Art. 633, 641, 644 of the Civil Code of Ukraine, by accepting to join this contract of a public offer to provide paid information services (hereinafter referred to as the "Contract") on the Contractor's Website under the conditions specified in this Contract. In case of disagreement with the terms of this Agreement, the conclusion of the accession agreement is not possible. The contract in Ukrainian is intended for Clients from Ukraine.

Acceptance of the Agreement – the consent to join the Agreement and unquestioning acceptance of its terms. Acceptance of this Agreement means full pre-payment of the Contractor's Services, partial payment of the Contractor's Services and/or any conclusive actions: placing a check mark opposite the "Acquainted with the public offer" field and/or paying the bill or using an online payment tool to pay for the Services and/or or using the obtained access to the online resources of the Contractor, etc.

The Performer's website – the Internet website <https://crew-c.com>, as well as the Performer's Telegram channel <https://t.me/+3z7idHO2SqUzZDVi>, https://t.me/cryptocrewcc_bot.

Services – information services provided by the Contractor under this Agreement. The list of services includes those services that are offered on the Contractor's website and in the annexes to this Agreement. Any other Additional Services are provided exclusively by individual agreement with the Client.

Information about the Service – a detailed description of the Service, its subject matter, content, terms, cost and payment procedure. Information about the Service is posted on the Contractor's Website and/or in the appendices to this Agreement.

Community – is a set of certain private groups and chats on the Internet, including but not exclusively in Telegram, Discord, etc. which the Contractor determines unilaterally, and access to which is provided on a paid basis and is a separate Service or a component of a package/complex of Services, according to the Contractor's proposals on the Contractor's Website.

The Contractor's partner – a third party (legal entity, natural person or individual entrepreneur) who, by agreement with the Contractor, can provide Services to Clients on behalf of the Contractor, or directly to Clients through the Contractor's Site, through the Contractor's Site, subject to the terms of this Agreement.

1. SUBJECT OF THE AGREEMENT

1.1. The subject of this Agreement is the Client's receipt of Services from the Contractor. The Client undertakes to pay the cost of the Services in the order and under the conditions established by the Agreement and to comply with all the terms of the Agreement.

1.2. The procedure for concluding the Agreement:

1.2.1. The Contractor places a link to this Agreement on the Contractor's Website so that any person can order Services from the Contractor. If additional requirements are placed on the Client to receive the Service (age, education or educational qualification level, etc.), then such requirements shall be directly indicated in the Service description.

1.2.2. By choosing the Service and pressing the button "Order", or "Pay", or "Select a package" or buttons similar in content, or by signing the Agreement and/or taking other conclusive actions, while providing his personal data, the Client gives his consent to their processing accordingly to the terms of the Agreement or the Contractor's Privacy Policy.

1.2.3. After selecting the Service, the Client makes payment for such Service. Payment means full, unconditional acceptance of the terms of the Agreement. Payment for Services, including partial payment, means that the Client has familiarized himself with the Agreement, it is understandable to him and the Client has no objections to its content.

1.2.4. By concluding the Agreement, the Client confirms that he has been provided with complete, accessible and reliable information regarding the Services he has selected.

1.2.5. In the case of partial payment for the Services, the Client undertakes to pay the full cost of the Services no later than on the day of receipt of such Services or at another time, directly indicated in the

description of the Service. In case of non-payment of funds in accordance with this clause of the Agreement, the Contractor has the right not to provide or stop the provision of Services.

1.3. In the event that the Client places an order for the provision of Services to another person (hereinafter referred to as the "Service Recipient"), the Client understands and agrees that the Service Recipient may refuse to receive the Service selected by the Client. In this case, the Services will be deemed to have been provided in full, and funds paid for such Service may be returned to the Client only upon separate written request of the Client to the Contractor, only at the discretion of the Contractor, based on the circumstances of each such situation separately, but in any case in an amount not exceeding 75 percent of the amount paid by the Client. In any case, 25% is retained by the Contractor as compensation for the time and other expenses of the Contractor (his employees) for the organization of the provision of Services, interaction with the Client and resolution of the relevant situation individually.

2. TERMS OF PROVISION OF SERVICES

2.1. The procedure for providing Services is determined by this Agreement.

2.2. The scope of Services is determined by the Service selected on the Contractor's Website and the amount of money paid for the Service. The order is made and confirmed on the Contractor's website or in any convenient way for the Contractor. The parties agreed that a convenient way can be a notification by phone call or sending a message by e-mail or using messengers (including via Telegram). The Client has the right to increase the amount of Services before or in the process of receiving already paid and agreed Services but only in the case when the Contractor has the opportunity to provide such additional Services and the Client has paid the cost for increasing the amount of such additional Services.

2.3. Services under this Agreement are limited to the provision of information to the Clients independent use. The Contractor is not responsible for the results of using the information by the Client provided to the Client.

2.4. The Client pays for the selected and agreed Services in the amount specified by the Contractor on the Contractor's Website and/or in the appendices to this Agreement. Confirmation of the selection of the Service is its full or partial payment. At the moment of agreeing the Service, the Client pays money in the amount not less than what is provided in the description of the Service. Unless otherwise indicated on the Contractor's Website or in the description of the Service, the Services are provided on the basis of full prepayment. The client understands and agrees that partial payment of the cost of the Service is not considered a deposit or an advance within the meaning of the current legislation of Ukraine. The Client understands and agrees that the partial payment of the cost of the services will be used by the Contractor to organize the provision of Services (preparation of materials, payment to third parties (hereinafter referred to as "Partners of the Contractor") for the organization of the provision of Services, payment for the platform through which the Services will be provided, etc.) and is not subject to return in the event of the Client's unilateral withdrawal from the Agreement. Details for paying for Services are provided to the Client through a chatbot on the Contractor's Website.

2.4.1. The method of payment is determined by the Contractor and notified to the Client by sending an electronic message or another method chosen by the Contractor.

2.4.2. The Contractor has the right to provide one or more options for payment methods. The Contractor has the right at any time and at his discretion to change/remove any payment methods on the Contractor's Website without any obligation to notify and amend this Agreement.

2.4.3. Payment for Services can be made directly using the details of the Contractor's Partners, who provide such a service on behalf of the Contractor and/or through the Contractor's website. In this case, the Client can check and clarify the relevance of payment details by contacting the Contractor through the official Telegram chatbots: @cryptocrewcc_bot and @CryptoCrew_manager_bot. If the Client does not show sufficient diligence by making payments to third parties and not clarifying the correctness of the details for payment in the manner specified in this clause, the Client cannot file a claim with the Contractor regarding the return of such payments made to third parties or regarding the provision of Services to him without confirmation of proper payment such Services.

2.4.4. Unless otherwise stated on the Contractor's Website or in the description of the Service, the Services are provided on the basis of full advance payment. The client understands and agrees that partial payment of the cost of the Service is not considered a deposit or an advance within the meaning of the current legislation of Ukraine. The Client understands and agrees that the partial payment of the cost of the services will be used by the Contractor to organize the provision of the Services (preparation of materials, payment to third parties for the organization of the provision of Services, payment for the platform with which the Services will be provided, etc.). Such partial payment may be returned to the Client, in the event of the Client's unilateral withdrawal from the Contract, for reasons beyond the Contractor's control, based on the Client's written request and solely at the Contractor's discretion, but in any case in an amount not exceeding 75 percent of the amount that paid by the Client.

2.5. The Client understands and agrees that the Contractor needs to perform a number of actions in order to organize the process of providing Services. In the event that the Client and/or the Service Recipient ignores the Contractor's requests, the provided contact data of the Client or Service Recipient are not

up-to-date or the contacts are outside the coverage area of the telecommunication network available to the Contractor, the provided e-mail address of the Client or Service Recipient is not up-to-date or is not registered in the specified domain, then The Contractor has the right to suspend preparation for the provision of Services. Funds that have already been spent by the Contractor on the preparation for the Services providing are not subject to return and cannot be used for the provision of other Services under this Agreement. The Client knowingly bears the risk of such losses and releases the Contractor from any claims related to the reimbursement of these funds.

2.6. The cost of the Services is determined by the price that is publicly published on the Contractor's Website at the time of ordering the Service. The Contractor has the right to unilaterally change the price of the Services until the moment of its payment by the Client. The currency of the Agreement is USD.

2.7. Costs for paying for the Service, including payment service fees, are borne by the Client.

2.8. Services are considered paid from the moment funds are credited to the Contractor's account.

2.9. After paying for the selected Service, the Client is given access to information materials (depending on the selected Service: methodical materials, text explanations, lectures, tasks for self-study, tasks for self-control, access to the Community, Contractors online resources) that correspond to the selected direction of the Service.

2.10. The order of receipt of information materials is determined in the information about each separate Service. After passing a certain stage of the provision of Services, the Contractor can carry out ongoing control of the Client's knowledge and skills. If the Service requires it, then based on the results of providing the Services, the Contractor may conduct a final control of the Client's knowledge and skills.

2.11. According to the results of receiving the Service, the Client can receive a corresponding document from the Contractor, if it is provided with information about the Service.

2.12. Services under this Agreement, without prior agreement with the Client, may be provided by third parties (Partners of the Contractor) who have certain expertise in the field of knowledge, which is necessary for the provision of relevant information services.

2.13. The Client understands and agrees that the Services or certain informational materials or part thereof may also be provided in Russian and English language.

2.14. Services under this Agreement are considered to have been provided properly (without the need to sign any additional documents to confirm the fact of providing the Service) from the moment of providing access to informational materials, services, resources or any other parts of the Service and the absence of claims by the Client within 7 calendar days from this moment.

2.15. The Client has the right to refuse to receive the Service and to request the return of the funds paid by him only under the following conditions:

2.15.1. In the case of ordering the Community access Service - no later than the next day after the date when the Client was granted access to the Community.

2.15.2. In the case of ordering the Service of access to training programs, seminars, etc. - within seven (7) calendar days from the moment of the start of such training programs or access to the relevant Services.

2.15.3. The Client has not committed any violations of the Agreement or legislation;

2.15.4. The Client submitted a written statement regarding the return of the paid funds.

2.16. The Contractor has the right to request additional documents or information necessary to establish all the circumstances due to which the Client requests a refund, or to clarify, identify the Client's identity, the fact of payments, etc.

2.17. In any case, refunds of funds paid by the Client for the Services are made in the amount of no more than 75 percent of the amount paid by the Client, 25 percent is retained by the Contractor as compensation for preparatory and organizational actions, except in cases where the Services were not provided due to the Contractor's fault.

2.18. Amounts of money paid by the Client for the Services of individual consulting/training/mentoring, etc., are not returned, except for cases when such Services were not provided due to the Contractor's fault.

2.19. If the Contractor decides to return the amounts paid by the Client, such return shall be made by the Contractor within 14 calendar days.

2.20. The inability of the Contractor to start providing the Services on time, for reasons beyond the Contractor's control, is not considered a violation of the Agreement or the terms of the provision of Services. In this case, the provision of Services is transferred to another period, date, platform, etc., about which the Contractor informs the Client.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The client has the right to:

3.1.1. Demand proper treatment and respect from the Contractor;

3.1.2. To require the Contractor to fulfill his obligations under the Agreement;

3.1.3. For the pre-trial and maximally complete settlement of disputed issues that may arise during the execution of the Agreement, and the use of all possible pre-trial measures to resolve the issues raised;

- 3.1.4. Use the ordered and paid Services or refuse to receive them. In case of refusal to receive Services, such Services are considered to be provided in full;
- 3.1.5. Receive materials prepared by the Contractor for the provision of Services;
- 3.1.6. In the case of ordering the Community access Service and the educational program access Service, the Client has the right to suspend access to the Community for the period of the relevant educational program. Funds for access to the Community for such a period are not charged to the Client, and payments already made are carried over to the period after the end of the relevant training program.
- 3.2. The client undertakes:
 - 3.2.1. To pay the cost of the selected Services in advance and in full;
 - 3.2.2. Provide reliable data requested by the Contractor and necessary for the Contractor to provide high-quality Services;
 - 3.2.3. To comply with this Agreement and all agreements with the Contractor;
 - 3.2.4. Not to disclose information about the economic activity of the Contractor;
 - 3.2.5. Not to carry out actions that may cause harm to oneself, other persons, the of Services Recipients or the property of the Contractor or third parties;
 - 3.2.6. Independently and at your own expense provide yourself with the technical ability to receive the Services, which are provided using the worldwide Internet, with the possibility of listening and viewing;
 - 3.2.7. Familiarize yourself with all the materials provided by the Contractor;
 - 3.2.8. In full and within the established time, perform Contractors tasks for the independent processing of the Contractor. In case of failure to fulfill this clause, the Contractor has the right not to continue providing the Services or not to issue a document certifying the receipt of the Services;
 - 3.2.9. Independently and in compliance with the requirements of the Contractor, perform final testing for mastering the received Services, if such testing is provided for by a certain Service.
 - 3.2.10. In the case of concluding the Agreement for the benefit of a third party (the Purchaser of the Service), familiarize this person with all the terms of the Agreement.
- 3.3. The Contractor has the right to:
 - 3.3.1. Demand and receive payment for the cost of Services from the Client;
 - 3.3.2. To receive from the Client all the necessary information for the provision of Services. The Client's failure to provide all information or providing inaccurate information may affect the quality of service provision. In this case, the Contractor is released from responsibility for possible consequences;
 - 3.3.3. At its sole discretion, refuse the Client to conclude the Agreement or initiate the termination of the provision of Services, regardless of the stage of execution of the Agreement;
 - 3.3.4. In the event of circumstances beyond the control of the Parties, or other circumstances beyond the control of the Contractor, terminate the provision of Services or postpone the provision of Services to another date or to another electronic resource;
 - 3.3.5. To change the terms of the Agreement at any time by posting a new version of the Agreement on the Contractor's Website, without the prior consent of the Client;
- 3.4. The Contractor is obliged to:
 - 3.4.1. Provide the Client with paid services in accordance with this Agreement in the manner and in the manner determined by the Parties' agreements;
 - 3.4.2. Post the current version of the Agreement on the Contractor's website;
- 3.5. Information about the Services, which is presented on the Contractor's website, is indicative and may be changed by the Contractor. For complete information regarding the Services, the Client should contact the Contractor or his representatives.

4. LIABILITY AND DISPUTE RESOLUTION

- 4.1. All disputes that may arise in connection with the implementation of this Agreement or related to it, are resolved through negotiations between the Parties or their authorized representatives.
- 4.2. For violation of this Agreement, the Parties bear the responsibility established by this Agreement and the current legislation of Ukraine. In the event that the Services were provided, and the Client or the Purchaser of the services could not receive them due to the actions of third parties or their own actions or inaction, then the Services are considered to be provided in full and are subject to full payment by the Client. The impossibility of obtaining the service is not considered a breach of the Agreement by the Contractor.
- 4.3. The Contractor is not responsible for the Client when he receives the Services.
- 4.4. In the case of impossibility of performance of the Agreement due to the Client's fault or as a result of the Client's inability to receive Services as a result of his violation of the Agreement, the funds paid by the Client may be returned to the Client only at the Client's separate written request to the Contractor, at the Contractor's discretion, based on the circumstances of each such situation separately, but in any case in an amount not exceeding 75% of the amount paid by the Client. In any case, 25% of the amount paid by the Client is retained by the Contractor as compensation for the time and resource costs of the Contractor, his employees, the Contractor's Partners, etc.

4.5. The Contractor is not responsible for the quality of the communication channels or the technical capabilities of the devices used by the Client to receive the Services.

4.6. In any case, the total liability of the Contractor may not exceed the amount of funds received from the Client for the Services under this Agreement. Only directly documented damages are subject to compensation, lost profit is not compensated.

4.7. The Contractor is not liable to the Client for any damages caused by the actions, behavior and statements of third parties, including other clients of the Contractor in the proposed chats. The Client indemnifies and indemnifies the Contractor from any damages caused by the illegal or inappropriate behavior, actions and statements of the Client.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Exclusive property and non-property rights to the Contractor's Website, any results of intellectual activity posted on the Website or placed in materials used to provide Services belong to the Contractor or other persons with whom the Contractor has concluded contracts. Such materials are subject to legal protection in accordance with the current legislation of Ukraine.

5.2. The Client's actions, which resulted in the violation of intellectual property rights or which are aimed at such a violation, entail criminal and civil liability.

5.3. All materials posted on the Contractor's Website or obtained during the receipt of Services may be used by the Client exclusively for its own purposes. Other ways of using such materials are prohibited.

5.4. All materials from the Contractor's Website or materials of the Services provided are the property of the Contractor. Any of these materials may not be duplicated, copied, reproduced, distributed to third parties, published in electronic form, transmitted in hard copy or otherwise used (both for money and free of charge) without the consent of the Artist.

5.5. The client is prohibited from:

5.5.1. Distribute materials that were from the Contractor;

5.5.2. Use materials received from the Contractor for commercial purposes;

5.5.3. Use the information or materials obtained under this Agreement for the purpose of creating a similar and/or competitive product or service or for the purpose of obtaining commercial or financial benefit;

5.5.4. Carry out actions aimed at disrupting the normal functioning of the Contractor;

5.5.5. Provide access to information or materials obtained under this Agreement to third parties.

6. CIRCUMSTANCES EXISTING OUTSIDE THE CONTROL OF THE PARTIES

6.1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of the terms of this Agreement, if such non-fulfillment is the result of circumstances beyond the control of the Parties. The Parties agreed that the circumstances beyond the control of the Parties include, among other things: the threat of war, an armed conflict or a serious threat of such a conflict, full-scale conflict, including but not limited to enemy attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, acts of the public enemy, acts of terrorism, sabotage, disorder, invasion, blockade, revolution, mutiny, insurrection, mass riots, curfew, expropriation, expropriation, seizure of enterprises, requisition, public demonstration, strike, illegal actions of third parties, explosion, long interruptions in the operation of transport, power/electricity shortage (blackout), regulated by the terms of relevant decisions and acts of state authorities, as well as caused by exceptional weather conditions and natural disasters, namely: epidemic, strong storm, cyclone, hurricane, tornado, storm, flood, accumulation of snow, ice, hail, frost, freezing of the sea, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.; fires in buildings (or in their parts) where the provision of Services was planned; decisions of government bodies that prevent or make impossible the Contractor's performance of his obligations under the Agreement and/or which significantly worsen the Contractor's position compared to the terms of this Agreement, and/or which, in the opinion of the Contractor, have a significant negative impact on the Client for the performance of this Agreement; situations that significantly affect the possibility or impossibility of the Contractor to fulfill his obligations under the Agreement.

6.2. The parties are aware that such circumstances make the process of providing Services impossible and are not grounds for terminating the Agreement.

6.3. Upon the occurrence of force majeure circumstances, the Party for which they occurred must notify the other Party of the force majeure circumstances as quickly as possible.

6.4. The term of performance of the obligations under the Agreement is postponed according to the time during which the force majeure circumstances were in effect.

7. OTHER TERMS

7.1. Amendments and additions to the Agreement may be made in accordance with the procedure specified in this Agreement.

7.2. This Agreement may not be unilaterally terminated, except for the cases specified in the Agreement.

7.3. The Parties agree that this Agreement as a whole and any part of it corresponds to the free will of the Parties and cannot be recognized as inconsistent with the interests of both Parties.

7.4. If, at the time of signing the Agreement, promotions were conducted by the Contractor, the Client confirms that he was fully informed about their conditions and irrevocably agrees with them, does not object that the procedure for providing Services may differ from the general ones provided for in this Agreement and will be fixed in the rules for conducting promotions. The Client will also not make any claims if in the future the Contractor conducts promotions that, in the Client's opinion, are more profitable than the terms on which the Client concluded this Agreement.

7.5. The Client hereby declares that he is aware that the fact of concluding this Agreement means that: a) the Client consciously agrees to all the terms of the Agreement; b) The Client is familiar with the cost of the Services under this Agreement, which is completely satisfactory to him; c) the Client's state of health allows him to consume the Contractor's Services in accordance with this Agreement, the Client understands that the Services will be provided in an audio-visual format; d) The Client gives his consent to the processing of his personal data by the Contractor in accordance with the current legislation of Ukraine; e) in case of conclusion of the Agreement in favor of the Purchaser of the Service, part of the rights and obligations under the Agreement shall be transferred to the Purchaser of the Service; f) in the case of concluding the Agreement in favor of the Service Recipient, he familiarized the Service Recipient with all the terms of the Agreement and the Service Recipient did not have any comments on its content, g) the Client or the Service Recipient are capable of legal action and have reached the age from which it is possible to receive Services g) the Client provides consent to receive advertising materials of the Contractor, c) the materials are informative, reflect the opinion of the author, are addressed to a wide range of people and are not individual investment advice or any guarantees of specific results.

7.6. With this Agreement, the Contractor warns, and the Client is aware, that the provision of Services has a certain permissible number of seats for each Service, exceeding which will lead to inconvenience when receiving the Services. Since any excess of the permissible number of Clients who can receive Services at the same time may establish a restriction on the provision of Services to other persons, such restriction cannot be considered as the Contractor's own initiative, for which the Contractor must be responsible, but only indicates the increased popularity of this type Services.

7.7. The Client is aware of and accepts the fact that with the development of the Contractor's business activity, this Agreement is subject to adjustment, change and acceptance in a new edition. In particular, but not exclusively, the Contractor has the right to introduce new types of Services, expand, replace and improve the set of Services posted on the Contractor's Website. The Client agrees that such changes are implemented unilaterally by placing a new Editorial on the Contractor's Website.

7.8. By concluding this Agreement, the Client gives his consent to periodically receive information, in particular, but not exclusively, regarding the activities and promotions carried out by the Contractor, by receiving messages by means of telephone, fax, electronic communication or in any other way, permitted or not prohibited by the current applicable legislation.

8. DURATION OF THE AGREEMENT

8.1. The Agreement is valid from the moment of acceptance by the Client of the offer to join the Agreement and during the entire term of the legal relationship between the Parties, but in any case until the completion of all mutual settlements under the Agreement.