

PUBLIC AGREEMENT

THIS AGREEMENT IS CONCLUDED FOR THE PURPOSE OF SETTLEMENT OF LEGAL RELATIONS BETWEEN CUSTOMERS AND CONTRACTOR, AS WELL AS DEFINING RIGHTS, OBLIGATIONS AND WARRANTIES OF THE PARTIES. THE CONCLUSION OF THIS AGREEMENT IS OBLIGATORY, IF CUSTOMER WANTS TO RECEIVE SERVICES FROM CONTRACTOR.

This Public Agreement shall be read alongside our Terms of Use.

This Public Agreement (hereinafter – the "**Agreement**") is concluded between **SHBP Academy OÜ** (hereinafter – the "**Contractor**", "we", "us", "our"), and a natural person (hereinafter – the "**Customer**", "you", "your"), who has expressed a wish to use Contractor's Services. Contractor and Customer (hereinafter referred to as – the "**Parties**", and each separately – the "**Party**") have agreed as follows.

Definitions

Site shall mean the website:

<https://shbpacademy.com/>

<https://shbp.info/>

<https://shbpacademy.online/>

and its subdomains, through which Contractor may provide Services to Customer.

Services shall mean educational and informational services provided by Contractor for Remuneration or without it, on the Site under the terms of this Agreement, in particular, Courses, broadcasts or online streams (webinars), consulting and other.

Customer shall mean a person who uses the Site through its personal Account in order to receive Services.

Account shall mean a personal account of Customer on the Site through which Customer can access our Services.

Remuneration shall mean the Contractor's remuneration for the Services provided in accordance with the terms of this Agreement.

Payment System shall mean a third party, which is a financial institution that provides the ability to make money transfers, in particular, through which payment for the Contractor's Services can be made. The payment systems for the purposes of this Agreement are Stripe, 2Checkout, unless otherwise specified by Contractor.

Platform shall mean Kajabi website and application, through which Customer can access the Services.

Materials shall mean any content in any format that Contractor provides to Customer hereunder.

1. General Provisions

1.1. This Public Agreement is addressed by Contractor to Customers who intend to receive the Services, and is an official public offer of Contractor.

1.2. Each of the Parties represents and warrants to the other Party that it has all the rights and powers necessary and sufficient to conclude this Agreement and fulfill its terms.

1.3. The current version of this Agreement is published on the Site. You need to read it before accepting terms of this Agreement. Acceptance of the Agreement terms shall mean your full and unconditional consent with all terms of Agreement without any exceptions or restrictions.

1.4. Agreement is considered to be concluded (accepted) by you after performing the following actions in combination:

- 1.4.1. familiarization with the terms of this Agreement on the Site;
- 1.4.2. filling in any registration form on the Site;
- 1.4.3. concluding a payment for the Services under the terms specified in this Agreement.

2. Subject to Agreement

2.1. In accordance with this Agreement, we are obliged to provide you with the Services, and you agree to pay Remuneration for such Services (if applicable) under the terms of this Agreement.

2.2. You understand and confirm that the scope, as well as all other features of the provided Services may be changed from time to time by us. Up-to-date information regarding the Services shall be placed on the Site.

2.3. In order to provide the Services properly, we may cooperate with third parties, namely, our subcontractors.

2.4. We reserve the right to change at our own discretion:

- 2.4.1. the third parties;
- 2.4.2. the scope of the Services, and
- 2.4.3. the date of the beginning of Services provision to you.

2.5. You have the right to refuse to receive the Services by notifying us in writing to the e-mail address specified in this Agreement (or by other communication tool available on the Site).

2.6. In accordance with the rate chosen, you may obtain the completion certificate (the “**Certificate**”) for completion of the Course. The Certificate will be issued only if you pass all the modules of the Course and complete all the tests and other assignments. Please note that the Certificate is not a state-recognized certificate and is not a legal document. No Certificate issued by us shall be deemed to confirm your knowledge and/or skills.

3. Cost of the Services and Payment Order. Refund Conditions

3.1. You may familiarize yourself with currently available rates on the Site, and choose one according to the scope of the Services you want to receive.

3.2. After you choose the rate and fill in the registration form, the Site will redirect you to the Payment System website to proceed with the payment.

3.3. Any payment under this Agreement shall be deemed to have been made from the moment the corresponding payment is credited in full to our account.

3.4. You have the right to receive a refund if the Services are not available due to our fault, including technical malfunctions of the Site. We will do our best to renew the access to our Site and, if possible, will provide extended access to the Account to provide you with the Services. In this case, we do not refund the cost of the Services.

3.5. The Webinar is deemed to be provided to the Visitor/Customer since the invitation is available to such Visitor/Customer.

3.6. The Trial Module / FREE Package is deemed to be provided to the Customer from the moment an email with login credentials is sent to the Customer and such Customer has the opportunity to access the Trial Module / FREE Package.

3.7. The Course is deemed to be provided to the Customer from the moment an email with login credentials is sent to the Customer and such Customer has the opportunity to access the Course and all of its modules.

3.8. Your inability to receive the Services without our fault is not considered improper provision of the Services.

4. **Rights and Obligations of the Parties**

4.1. Your rights:

- 4.1.1. to receive the Services under the terms of this Agreement;
- 4.1.2. to be informed in a timely manner about the Services provision procedure and any changes to it.

4.2. Your obligations:

- 4.2.1. to pay for the Services on the terms specified herein;
- 4.2.2. to comply with the terms on confidentiality and intellectual property rights, and with other requirements hereof;
- 4.2.3. to comply with the rules that may be established by us during events, e.g. webinars, to which you have gained access, including within the chosen Course;
- 4.2.4. to treat our representatives and third parties involved by us, as well as our other customers, in courteous and correct way prior to, during and after receiving the Services;
- 4.2.5. while using the Payment System, you shall be guided by the internal documents and terms of use of such Payment System. Please familiarize yourself with Stripe's ([here](#)) and 2Checkout's ([here](#)) legal documents. We are not and shall not be responsible for your use of the Payment System.

4.3. Our rights:

- 4.3.1. not provide you with access to your Account or suspend your access to the Services and unilaterally refuse to perform this Agreement in case of late and/or incomplete payment for the Services;
- 4.3.2. to terminate the provision of the Services and unilaterally refuse to perform this Agreement in case of breach of the terms of this Agreement, Terms of Use or applicable law by you.

4.4. Our obligations:

- 4.4.1. to provide the Services to Customers under the terms specified herein;
- 4.4.2. to ensure proper quality and proper conditions for the provision of Services to Customers, namely:
 - if necessary, to involve third parties to provide the Services to Customers;
 - to implement all reasonably necessary measures to properly provide the Services to Customers.

5. **Customer Material**

5.1. You may have an opportunity to publish, transmit, submit or otherwise post (collectively, "**Post**") reviews, comments or other materials (collectively, "**Customer Material**"), including in the Course chat. When you post the Customer Material in the Course chat, it may be available to other customers who enrolled in the relevant Course. Given this, in order to keep our Services enjoyable for all of our Customers, we ask you to adhere to the following rules.

5.2. Please choose carefully the Customer Material you Post. Please limit yourself to Customer Material directly relevant to Services. Moreover, you must not Post Customer Material that: (a) contains unsuitable materials; (b) infringes intellectual property rights of third parties; or (c) improperly claims the identity of another person. You should also be careful if you decide to Post personally identifiable information, such as your full name, email address, telephone number or address.

5.3. We reserve the right to delete the Customer Material you have Posted if we consider it is inappropriate. We reserve the right to remove you from the Course chat if you Post inappropriate Customer Material. We decide what is inappropriate Customer Material solely at our discretion.

6. Confidential Information

6.1. While receiving our Services, you may gain access to our confidential information. You shall not disclose such confidential information to any third party without our prior written consent.

6.2. While receiving our Services in any format, you have no right to take photos, videos and audio recordings of the process of providing Services or Materials provided to you without our prior written consent. Such actions may be considered a violation of our confidentiality conditions and may lead to immediate suspension of the provision of the Services to you and/or deactivation of your Account.

6.3. You are responsible for the security of your login credentials and shall not take actions to unlawfully get other customer's login credentials.

6.4. We shall not be liable and shall not refund damages related to any actions you take with the use of your login credentials.

7. Intellectual Property Rights

7.1. All rights to the Site and to any intellectual property objects on the Site belong to us or third parties who are our licensors. We grant you a limited, non-exclusive, non-sublicensable, royalty-free and revocable license to use such intellectual property objects, including all Materials and other content you gain access to while receiving the Services, for educational purposes only. A license shall be withdrawn upon the expiration or termination of this Agreement.

7.2. You shall not have any rights to use the intellectual property objects on the Site for other purposes. Any other use of such intellectual property objects (such as copying, distributing, and using for any commercial purpose or any other actions that may infringe the intellectual property rights) is prohibited.

7.3. We shall retain all intellectual property rights and ownership in all the Materials and other content and other intellectual property objects on the Site to which we grant you access.

7.4. You own the intellectual property rights to the objects, which you independently and personally created while receiving the Services. Nonetheless, you do not have nor obtain any patrimonial rights, namely the exclusive right to reproduce and grant permission or prohibit the use of objects, with respect to the objects created by you with assistance or help of us, our representatives and/or third parties we involve in the provision of the Services, as well as with respect to parts of the objects that contain Materials.

8. Personal Data and Cookies

8.1. We collect some personal data to provide you with the best user experience and make our Site and Services available to you. Our Privacy Policy is located here and regulates collecting and processing of your personal data regarding the use of our Site and Services.

8.2. Cookies are small pieces of data stored on your computer by your web-browser. We use cookies so you can get better user experience. You may find out more in our Cookie Policy.

9. Responsibility

9.1. For non-performance or improper performance of obligations under this Agreement, Parties shall be liable under this Agreement and current legislation of the Republic of Estonia.

9.2. You are obliged to reimburse all damages and losses caused to us and/or relevant third parties if in the process of receiving Services you take actions that cause or may cause damage and/or loss to us or to third parties, including those that were involved by us for the Services provision.

9.3. In all cases, if you violate terms on confidentiality and/or intellectual property rights specified in this Agreement, you are obliged to reimburse all damages and losses caused to us because of such violation.

9.4. We provide the Services on an "AS IS" and "AS AVAILABLE" basis, in particular, we are not responsible and do not guarantee that during the Services provision there will be no technical and/or any other problems, in particular, interruptions in the Site's operation as well as operation of third-parties' services that we may use while providing the Services. Please be sure to familiarize yourself with "Warranty Disclaimers" and "Limitation of Liability" sections in our Terms of Use.

9.5. You confirm that we are not responsible for the non-compliance of the Services with your expectations and your subjective assessment of the Services.

9.6. We shall not be liable for any cases when the Services have not been provided or have been provided improperly with no our fault.

9.7. If you pay for our Services and do not show up to receive them, and/or do not use the access granted to you to attend events and/or receive Materials, our Services will be deemed to be provided to you properly. In this case, we are not responsible for your inability to receive the Services and cannot make refunds.

9.8. We are not responsible for your lack of technical capacity to receive the Services, including, but not limited to, when you do not have access to the Internet.

9.9. We are not responsible and do not reimburse your losses, caused as a result of unauthorized use of your personal data by other Customers or unauthorised third parties.

10. Force Majeure

10.1. Parties are fully or partially released from liability for non-performance or improper performance of the terms of this Agreement, which occurred because of force majeure as an obstacle to the Parties to fulfill their obligations under this Agreement.

10.2. The Party for which it has become impossible to perform this Agreement due to force majeure, shall notify the other Party no later than 10 (ten) calendar days from the date of such circumstances.

10.3. In all cases of force majeure, the term of obligations fulfillment under this Agreement shall be extended for the period of such force majeure.

11. Miscellaneous

11.1. **Term and Termination.** This Agreement will remain in full force and effect as long as you continue to access or use our Site and Services. We reserve the right to suspend, limit or terminate all or a portion of your access to our Services or close your Account at any time without prior notice, if we determine that you violate or fail to comply with this Agreement, our Terms of Use or applicable law. All provisions of this Agreement, which, by their nature, should survive termination, shall survive termination.

11.2. **Amendments.** This Agreement may be amended by us at our sole discretion with the obligatory notification of Customers on Site or by sending a corresponding notification to the Customer's e-mail address not later than 5 (five) days prior to such change. In case you disagree with the changes to the Agreement, you are obliged to terminate the Agreement within 7 (seven) days from the moment you learn or have a possibility to learn about the relevant changes to the terms of this Agreement. Non-termination of Agreement and continuing use of our Site and Services indicates your consent to the changes to Agreement.

11.3. The following are an integral part of this Agreement:

- Terms of Use;
- Privacy Policy.

In the event of any conflict between the terms of this Agreement and the terms of the Terms of Use, the terms of this Agreement shall prevail.

11.4. **Dispute resolution.** In case any claim or dispute (hereinafter – “**Dispute**”) arises, the Parties agree to resolve it amicably. The Parties shall make all reasonable efforts to reach a resolution within 3 weeks after the Dispute has been identified by either Party. All disputes arising out of or relating to this Agreement, which cannot first be resolved by mutual consideration, shall be settled by the respective court of the Republic of Estonia.

12. Contacts of Contractor

12.1. You may contact us with any questions you have about the Site or Services provided by sending a notification to our e-mail address specified in this Agreement or through the communication tools on the Site.

12.2. For communication under this Agreement, we use the following e-mail address: info@shbpacademy.com