

USER AGREEMENT

(Terms of Use)

(effective from December 10, 2024)

Management of the platform located at the internet address.

This Agreement is published in electronic form on the website <https://overpay.org/>, and is a public offer contract under Article 633 of the Civil Code of Ukraine, and an adhesion contract under Article 634 of the Civil Code of Ukraine.

By ordering/using the services provided on the Platform, the Customer agrees to the terms of providing such Services as outlined in this Agreement. If the Customer disagrees with the terms of this Agreement, they must immediately stop using the Platform and leave it. If the Customer continues to use the Services, they assume all risks and responsibility for understanding and complying with any applicable laws and regulations in their jurisdiction, and agree to the terms and rules outlined below.

PREAMBLE

1.1. This Agreement is considered concluded (entered into force) electronically, in accordance with the Law of Ukraine "On Electronic Commerce," from the moment of unconditional and full acceptance (approval, Acceptance) of the terms of this Agreement by the Customer, evidenced by the completion and submission by the Customer of the relevant electronic form of notification regarding agreement with the terms (Acceptance) and/or by using the Platform without filling out and submitting the corresponding electronic form.

1.2. By accepting this Agreement, the Customer confirms that:

1.2.1. when ordering services, they provide complete, accurate, and current information;

1.2.2. they are of legal age and have full legal capacity;

1.2.3. they have fully reviewed the terms of this Agreement, have no objections or reservations regarding the terms of the Agreement, and agree to properly fulfill their obligations under this Agreement;

1.2.4. they assume all risks and responsibility for understanding and complying with any applicable laws and regulations in their jurisdiction.

1.3. This Agreement is concluded without the need for the Parties to sign written copies.

1.4. This Agreement, concluded in accordance with the above conditions, is considered legally equivalent to a contract concluded in writing.

1.5. This Agreement applies to all services, information, texts, and other products offered by the Provider.

1.6. This Agreement, including the Privacy Policy, any other notices, policies, warnings, and disclaimers, constitutes the entire agreement between the Customer and the Provider.

1.7. By importing data, content, or other objects to the Platform, visiting the Platform, launching the Mobile App, or using any other Services, the Customer confirms their agreement with this Agreement.

1.8. The Provider is not a party to the legal relations and does not provide services to the Provider's Customers. The relationships between the Provider's Customer and the Customer are governed (or may be governed) by other agreements (public offers) directly concluded with the Customer.

KEY TERMS

2.1. Agreement – a document published on the Platform on the internet, regulating relations between Customers, Visitors of the Platform and/or the Mobile App, and the Provider in the process of providing Services. This Agreement is a public offer contract and an adhesion contract.

2.2. Acceptance – full, unconditional, and unreserved acceptance by the Customer, Visitor of the Platform/Mobile App of all terms of the Agreement without any exceptions and/or limitations, equivalent to the conclusion of a bilateral written contract.

2.3. Website / Platform – the website owned by the Provider with the internet address <https://overpay.org/>, through which the Customer can purchase and receive the desired services.

2.4. Mobile App – software designed to work on smartphones, tablets, and other mobile devices, through which the Customer can purchase and receive the desired services.

2.5. Visitor – an individual who visits the Platform/Mobile App without the intention of receiving services from the Provider.

2.6. Customer – a Visitor who has accepted this Agreement and is the recipient (consumer) of the Services under this Agreement.

2.7. Provider – a legal entity/individual entrepreneur and/or authorized persons who control the Website and offer services to an unlimited number of individuals, the list and scope of which are published on the Website.

2.8. Services – the provision of a non-exclusive license to the online services of the Platform/Mobile App, through access to the

information system of the Platform/Mobile App for the purpose of placing orders for content and/or services by the Customer, as well as placing informational materials by the Customer on the Platform/Mobile App for familiarizing the Provider's Customers with them and/or providing services to the Provider's Customers through the Platform/Mobile App.

2.9. Provider's Customers – individuals who receive services from the Customer under an agreement concluded between the Provider's Customer and the Customer.

2.10. Tariff – information about the cost of Services, terms of discounts, and other details regarding specific services as defined on the Platform.

2.11. Service Scope – the list of Services available to the Customer within a specific tariff package during the Period without additional payment.

2.12. Tariff Package – a set of related parameters of Service Scopes, which the Provider offers during the Period, Tariff, or number of Services, and the amount the Customer must pay for receiving the Services.

2.13. Information System – a set of organizational, technical, and software means that ensure the storage, processing, and transmission of information.

2.14. Account / Personal Cabinet – an account on the Platform/Mobile App, access to which is implemented through personal identifiers.

2.15. Content – information, intellectual property results, including data files, educational materials, texts, audio, photo, and video files, speeches, computer programs, hyperlinks, and other information published on the Platform/Mobile App.

2.16. This Agreement may use other terms not defined in the "Key Terms" section. In such cases, the interpretation of the terminology used in the Agreement is based on the text of the Agreement. If there is no unambiguous interpretation in the Agreement, refer to the materials on the Platform or interpretations available on the internet.

SUBJECT OF THE AGREEMENT

3.1. This Agreement, as well as information about the Services presented on the Website, is a public offer and an adhesion contract.

3.2. The subject of this Agreement is the paid provision of the Customer with access to their Personal Cabinet, as defined by the selected Tariff Package, and the use of the information system of the Platform/Mobile App, including by placing the Customer's own informational materials.

3.3. The Provider agrees to provide Services as per the selected Tariff Package, offering access to the Customer's Personal Cabinet, technical ability to place informational materials, manage the process of granting access to the Customer's materials by the Provider's Customers, and create a chatbot with a neural network, as well as other services that may be placed on the Platform.

3.4. The Provider, at their discretion, determines and places on the Platform/Mobile App various variations of Tariff Packages that may differ in scope, content, duration, and cost.

3.5. The list of Services provided by the Provider in this Agreement is not exhaustive, and the full list of Services is posted on the Platform and in the Personal Cabinet.

3.6. The terms of service provision, as well as their cost and other essential conditions, are determined by this Agreement, as well as the information published on the Website.

SERVICE PROVISION TERMS AND PROCEDURE

4.1. Services under this Agreement are provided by the Provider remotely via the internet, by providing the Customer access to the information system of the Platform/Mobile App through their Personal Cabinet.

4.2. The period and details of providing Services under this Agreement depend on the specifics and characteristics of the selected and paid Tariff Package, which may be posted by the Provider on the Platform.

4.3. The provision of Services under this Agreement starts from the moment the Customer makes payment for the Services.

4.4. By purchasing the Provider's Services, the Customer guarantees receiving Services 24/7, around the clock, seven days a week.

4.5. Access to the Services is provided to the Customer upon 100% prepayment of the cost as specified in this Agreement or otherwise communicated to the Customer.

4.6. The Provider reserves the right to cancel access to the Services and/or to the Personal Cabinet if the Customer violates the rules of this Agreement, with no obligation to refund the payment. Such violations include, but are not limited to, publishing prohibited information on social media or the internet during service provision, including inciting interethnic conflicts, using offensive language, or insulting other Customers or the Provider. The Provider may change the criteria for canceling access to Services or the Personal Cabinet at any time.

4.7. The Customer may not create a Personal Cabinet if their previous Personal Cabinet was canceled by the Provider.

4.8. Services provided under this Agreement are available to Customers, whether individuals or legal entities, who declare and guarantee:

4.8.1. The Customer is 18 years old or of legal age according to applicable law;

4.8.2. The Customer has the legal capacity to enter into a binding contract.

5. PERSONAL ACCOUNT

5.1. The Customer submits a request to create a Personal Account before using the Services. The Provider may, at its discretion, refuse to create the Customer's Personal Account.

5.2. When submitting a request to create a Personal Account, the Customer provides complete and accurate information and agrees to update any information in a timely manner to ensure the integrity and accuracy of the data.

5.3. By registering on the Platform / Mobile App Personal Account, the Customer guarantees that all provided information is accurate, valid, current, and complete. The Provider may, at any time, at its discretion, request additional information and/or previously provided information. Failure to comply with these requirements may result in temporary or permanent suspension of the Services and/or cancellation of the Personal Account.

5.4. The Customer is prohibited from creating an Account on behalf of another individual or legal entity unless authorized by law.

5.5. The Customer is solely responsible for securing their Personal Account. The Customer is solely responsible for disclosing their login, password, keys, or other access data to third parties.

5.6. The Provider has the right to suspend or cancel the Personal Account without notice or explanation in case of any violation of this Agreement.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Provider agrees to:

6.1.1. Provide the Customer with the Services paid for, according to this Agreement and the conditions of the selected Service Package.

6.1.2. Inform the Customer about the status of their request for Services and the fact of successful payment.

6.1.3. Create an account on the Platform / Mobile App after successful 100% payment for the chosen Service Package.

6.1.4. Ensure the Customer's personal access to their Personal Account according to the Agreement and Service delivery times. Access to the Platform is provided by the Provider after full payment for Services.

6.1.5. Keep confidential any personal and/or confidential information obtained from the Customer while providing Services, in accordance with the Privacy Policy and Personal Data Protection on the Platform.

6.1.6. Comply with confidentiality requirements, including those related to the processing, transfer, and protection of Customer's personal data.

6.2. The Provider has the right to:

6.2.1. Make changes and/or additions to the terms of the Agreement unilaterally without special notice to the Customer.

6.2.2. Process the Customer's personal data during the execution of this Agreement and include it in the Provider's database.

6.2.3. Reject a registration request from any Customer if the conditions of this Agreement are violated, including during registration.

6.2.4. Modify the technical specifications of the software and hardware used to provide the Services, including temporarily suspending the provision of Services.

6.2.5. Change the contents of the Personal Account, feedback forms, consultations, and other information for the Customer unilaterally.

6.2.6. Involve third parties to fulfill the obligations under the Agreement.

6.2.7. Receive remuneration for the provision of Services according to the terms of this Agreement.

6.2.8. Remove information posted on the Site and take action to suspend the Customer's access if it violates the terms of this Agreement.

6.2.9. Unilaterally terminate this Agreement in the cases and order stipulated in the Agreement.

6.2.10. Require the Customer to compensate for damages caused by the Customer's actions.

6.3. The Customer agrees to:

6.3.1. Use the Services according to the terms of this Agreement.

6.3.2. Pay for Services according to the terms and procedures outlined in this Agreement.

6.3.3. Treat the Provider and other Customers with respect.

- 6.3.4. Not share access to the Personal Account with third parties and maintain full confidentiality.
- 6.3.5. Not copy or distribute the Provider's materials obtained during the provision of Services, not publish, distribute, transfer, or resell them to third parties, and not create commercial information products based on them. In case of violation, the Customer will be held responsible according to this Agreement.
- 6.3.6. Properly notify the Provider about refusal to use the Services, according to the conditions of this Agreement.
- 6.3.7. Accept and comply with any amendments and changes made by the Provider to this Agreement.
- 6.3.8. Review the current version of this Agreement upon each visit to the Platform before using the services.
- 6.3.9. Before registration, familiarize themselves with the methods and conditions of payment for Services.
- 6.3.10. Review the content, registration conditions, and Service provision procedures, as well as any additional requirements. If the Customer does not fully understand any conditions, they agree to clarify them or stop using the Platform.
- 6.3.11. If the Customer disagrees with the terms of this Agreement or changes, they must refuse to use the Platform.
- 6.4. The Customer is prohibited from:
 - 6.4.1. Promoting religious, racial, or interethnic hatred.
 - 6.4.2. Taking actions that violate the rights, freedoms, honor, or dignity of any person.
 - 6.4.3. Using obscene language, even if masked by other symbols.
 - 6.4.4. Provoking verbal conflicts unrelated to the original cause of the dispute.
 - 6.4.5. Taking actions aimed at misleading other users.
 - 6.4.6. Using computer programs to automate data collection on the Platform.
 - 6.4.7. Collecting, storing, or distributing other Customers' personal information illegally.
 - 6.4.8. Posting computer viruses or programs that can interrupt or disrupt the normal functioning of computers, software, or telecommunications.
 - 6.4.9. Engaging in other actions prohibited by this Agreement.
- 6.5. The Customer has the right to:
 - 6.5.1. Receive information from the Provider regarding the organization and provision of Services under this Agreement.
 - 6.5.2. When placing an order for Services, provide the Provider with current and truthful information necessary to contact the Customer in the framework of providing Services.
 - 6.5.3. Use the Services exclusively for the purposes outlined by the Platform.

7. SERVICE COST AND PAYMENT PROCEDURE

- 7.1. The cost of Services provided by the Provider and available for order is listed on the Platform / Mobile App or communicated to the Customer in private messages and may be changed by the Provider at any time unilaterally. Price changes take effect from the moment the relevant information is published on the Platform / Mobile App or via email notification (if necessary).
- 7.2. The Customer pays for the Services in advance, at 100% of the service cost, via online payment systems listed on the Platform / Mobile App or provided by the Provider.
- 7.3. Payment is considered completed when the funds are received in the Provider's account.
- 7.4. The Platform / Mobile App operates based on automatic payment collection for Services; the Provider does not issue invoices but may do so at its discretion.
- 7.5. After full or partial payment for Services, funds are non-refundable.
- 7.6. The Customer cannot demand a reduction in the cost of Services or a refund if they did not use the Services.
- 7.7. The moment of Service delivery is considered when access to the Personal Account is granted to the Customer via login, password, and/or other data (if necessary) sent to the Customer's email provided during registration on the Platform / Mobile App. The login, password, and/or other data are required for authorization in the Personal Account and access to the Services.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All rights to the Platform / Mobile App belong to the Provider.
- 8.2. All components and content of the Platform / Mobile App as a whole belong to the Provider and are protected by intellectual property laws. All rights are reserved. The Provider does not claim ownership of intellectual property rights belonging to third parties.
- 8.3. The Provider may also use intellectual property objects that may belong to other parties in accordance with intellectual property law.
- 8.4. Granting the Customer the right to use intellectual property objects for the purpose of executing this Agreement does not

transfer any intellectual property rights and does not authorize their use for any purposes other than those defined by the Agreement.

8.5. By granting the Customer access to the Personal Account, the Provider does not acquire any intellectual property rights to the objects uploaded by the Customer to the Platform / Mobile App.

8.6. The Customer does not transfer any intellectual property rights to the Provider for objects uploaded to the Platform / Mobile App. The Customer is solely responsible for the objects posted by them on the Platform / Mobile App.

8.7. The Client agrees that the content and intellectual property rights objects uploaded by them to the Personal Account shall not violate the intellectual property rights of third parties or the generally accepted norms and principles of morality.

8.8. The Contractor is not liable and cannot be held liable for any infringement by the Client of third-party intellectual property rights. In the event that the Contractor receives any claims or incurs any financial and/or reputational losses due to a potential violation of third-party intellectual property rights by the Client, the Client shall be obligated to compensate the Contractor for the incurred losses within the time frames set by the Contractor.

8.9. The Client acknowledges and agrees that all content and materials available on the Platform/Mobile Application (except for the content uploaded/created by the Client) are protected, including but not limited to copyrights, trademarks, patents, trade secrets, and know-how. Reproduction, copying, or distribution of any materials or elements of the Platform/Mobile Application for commercial purposes without the written consent of the Contractor is strictly prohibited.

8.10. The Client agrees, by accepting the terms of this Agreement, not to copy or distribute in any way (not to publish, not to place on other resources on the Internet, not to transmit or resell to third parties) content and materials owned by the Contractor and received during the provision of Services, not to create informational products based on them for commercial profit, and not to use this information in any other way except for personal use. In the event of a violation of this provision, the Client shall be liable according to this Agreement.

9. RESPONSIBILITY AND DISPUTE RESOLUTION PROCEDURE

9.1. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement according to the current legislation of Ukraine, taking into account the specifics established by this Agreement.

9.2. In the case of non-performance (improper performance) by the Visitor/Client of the obligations set out in clauses 6.3.1 - 6.3.11, 4.10.1 - 4.10.10, and 5.3 of this Agreement, the Contractor has the right to block the Visitor's/Client's access to the Platform/Mobile Application.

9.3. The Contractor makes every effort to ensure the accuracy and reliability of the information displayed on the Website. However, the Contractor is not liable for any errors and inaccuracies that may be discovered in the Website materials.

9.4. The Client agrees that they are solely responsible for the preservation and access to the content uploaded by them to the Platform. The Contractor is not liable for any theft, copying, modification, or other actions related to the violation of the Client's rights on content committed by third parties, including the Client's Customers.

9.5. The Client agrees that they are responsible for their behavior while using the Platform/Mobile Application, receiving Services, and for any consequences of their actions. The Client agrees to use the Platform/Mobile Application only for lawful and appropriate purposes, in accordance with this Agreement and any applicable laws or regulations. Specifically, and without limitation, the Client is not allowed to allow any third party to: 9.5.1. send, upload, distribute, or offer to do the same regarding any illegal, offensive, fraudulent, obscene, or other undesirable content; 9.5.2. distribute viruses, defects, trojans, corrupted files, or any other destructive objects; 9.5.3. upload, publish, transmit, or otherwise make available through the Platform/Mobile Application any content that violates any patent, trademark, copyright, trade secret, or other proprietary rights of any party, if they do not own such rights or do not have permission from the owner to upload such content; 9.5.4. use the Platform/Mobile Application for the violation of lawful rights (such as the right to privacy and publicity) of others or send through the Platform/Mobile Application any content that is unauthorized or unwanted advertising, unwanted or bulk email; 9.5.5. modify, adapt, or reconstruct any part of the Platform/Mobile Application or any software used to provide Services; 9.5.6. remove any copyright notices, trademarks, or other proprietary rights from the Platform/Mobile Application or any content posted on it; 9.5.7.

distribute through the Platform/Mobile Application any content that contains any information related to hatred or violence, or contains any other materials, products, or services that violate or encourage behavior that violates any criminal laws, other applicable laws, or any third-party rights; 9.5.8. use any crawlers, spiders, or other devices to collect information about Visitors/Clients for any unauthorized purpose; 9.5.9. use the Platform/Mobile Application or Services in ways not specified in these Terms.

9.6. The Contractor is not liable to the Client for non-performance or improper performance of obligations under this Agreement if it occurs due to force majeure circumstances, namely: fire, natural disaster, military actions, civil unrest, epidemics, blockades, strikes, earthquakes, floods, as well as decisions or orders of government and local authorities, which impose additional obligations or restrictions on the parties that make the full or partial performance of the Agreement impossible, as well as other actions or events beyond the control of the Parties, including improper performance or delay in performance by government agencies and their structural units, as well as enterprises regardless of ownership type, whose activities are related to the performance of obligations and provision of services by the Contractor.

9.7. The Parties understand that as a result of a failure in the operation of the Platform/Mobile Application, a viral or hacker attack, technical malfunctions, or other force majeure circumstances, the Client's data may become accessible to other persons. The Client understands and agrees that they will not make any claims against the Contractor in this regard.

9.8. In case of non-performance or improper performance of obligations under this Agreement, the aggrieved Party sends a written demand to the other Party.

9.9. All claims by the Client to the Contractor regarding the provision of Services must be sent by the Client to the Contractor's email address indicated on the Platform in the form of a scanned and signed demand with an electronic digital signature. In the event of a violation of the procedure and conditions for sending such a demand by the Client, it will be considered improperly sent and will not create any legal consequences for the Contractor.

9.10. All disputes, disagreements, or claims arising out of or in connection with this Agreement shall be resolved in the appropriate court according to territorial and subject jurisdiction under Ukrainian law. The language of the proceedings is Ukrainian.

9.11. The decisions of the specified courts are final and binding on both Parties, but may be amended by mutual agreement of the Parties.

10. THIRD-PARTY WEBSITES LINKS

10.1. The Platform/Mobile Application may contain links to third-party websites, services, or resources that are not owned or controlled by the Contractor.

10.2. A description or link to a third-party product or service (including, but not limited to, providing a description or link via a hyperlink) should not be considered as endorsement or promotion of such third-party products or services by the Contractor. The Contractor retains the exclusive right to add, modify, or cancel access to any third-party service.

10.3. The Contractor does not control and is not responsible for the content, privacy policy, or actions of any third-party websites, services, or resources. The Contractor is not liable, directly or indirectly, for any loss or damage caused or likely to be caused by or in connection with the use or reliance on any such content, goods, or services available on or through any such websites, services, or resources. The Client and their Customers bear full responsibility for all actions or omissions of any third party.

11. AGREEMENT VALIDITY AND OTHER TERMS

11.1. This Agreement becomes effective upon acceptance by the Client and the use of Services and remains in effect until the Parties fully perform their obligations.

11.2. This Agreement may be terminated, and access to the Platform/Mobile Application may be suspended or canceled by the Contractor at any time, with or without providing reasons, with or without notice.

11.3. The Contractor has the right to make changes to this Agreement without the Client's consent and without notifying the Client.

11.4. The new version of this Agreement becomes effective from the moment it is posted on the Platform/Mobile Application, unless otherwise specified in the new version of the Agreement.

11.5. Correspondence should be sent to the following email address: hi@overpay.org.