

PUBLIC OFFER AGREEMENT

The public offer contract is public and, according to Articles 633, 641, 644 of the Civil Code of Ukraine, its conditions are the same for all legal entities or individuals, the full and unconditional acceptance of the terms of which (registration on the Site, receiving services using the site, payment by any method) is considered acceptance of this Agreement and certifies the fact of its conclusion. The rights and obligations of the Parties, the rules for using the Site may also be contained in the materials posted on the Site (or links to which are posted on the Site). Such articles and materials are an integral part of this Agreement.

1. DEFINITION OF TERMS AND GENERAL PROVISIONS

Company, Agent - "Cell Regeneration Center" LLC, legal address: Kyiv, Peremogy Avenue 67, office 405, 03062, Agent, on the basis of separate contracts with the Consultant, is authorized to popularize and sell the Consultant's services.

Internet site - online, web resource of the Agent, located on the Internet at the link <https://medtour.help/> (hereinafter - "Site").

The service is the functionality of the website <https://medtour.help/>.

The user is any legal person who has accepted the terms of this Agreement and uses the services of the Site.

The User is an individual under the age of 18 who uses the Site for his own needs, as well as for the purpose of ordering and purchasing the Consultant's services.

Consultant - specialists in the field of health care, medical professionals who have education and experience in the field of health care, have undertaken to provide paid services to clients.

The Agent verifies the authenticity of the Consultant's documents confirming the availability of higher medical education and relevant qualifications.

The Consultant's services include paid consultations on medical issues, paid services for the organization of medical tourism services, paid services for accompanying and organizing stem cell therapy and immunotherapy, providing advice and explanations of a medical nature using the Services of the Site, by conducting audio/video consultations.

The Consultant's services are not considered a professional consultation of a doctor in a health care institution, and are not a full-fledged substitute for a professional medical diagnosis or treatment.

The provision of consultations is not regulated by the doctor-patient relationship in the sense of the current legislation of Ukraine.

The Agent's remuneration is money for the technical organization of the process of providing and receiving online services between the Consultant and the Client, and the organization of accepting payment for such services.

Agent services – providing all users with the opportunity to use the Site and its services, and maintaining them in working condition, ensuring the technical organization of the process of providing and receiving the Consultant's services, and organizing payment for such services.

An offer is an offer to enter into an electronic contract with the Consultant, and expresses the intention of the person who made it to consider himself bound in the event of its acceptance.

Acceptance of the offer - complete and unconditional, acceptance by the Parties of the terms of this Public Offer, payment in any way for the services of the Agent and Consultant, taking such actions, are considered acceptance of the offer to conclude an electronic contract. As well as familiarization with this Public Offer and full and unconditional agreement with its content.

CONTRACT (ELECTRONIC CONTRACT) – an agreement between two or more parties, drawn up in the form of an electronic transaction for the purchase of services, information about which is posted on the Site, concluded on the terms of a public offer (offer, to conclude an electronic contract) at the time of its acceptance.

Parties – Agent, Client and Consultant.

2. SUBJECT OF THE AGREEMENT

2.1 The subject of this Agreement is the provision by the Agent to Clients of reservation, ordering, payment and technical organization of obtaining paid services of Consultants using the technical capabilities/services of the Site.

2.2 List and scope of services provided by the Agent:

The Agent enables Consultants to post information about themselves and their fees on the website

Services and promotes such services on the Internet;

The Agent provides technical opportunities for the Client to provide/receive Consultant services;

The Agent accepts payment for services and transfers the received payment to the Consultant, minus the Agent's fee;

2.3 In order to purchase the Consultant's services, the Clients make their payment on the terms specified in this contract and in the materials posted on the Site.

2.4 In accordance with the provisions of the Law of Ukraine "On the Protection of Personal Data" No. 2297-VI dated 01.06.2010, the Client acknowledges and agrees to provide the Agent with his personal data, as well as personal data of third parties specified by the Client, in the process of providing services, namely: surname, first name, gender, contact phone number, e-mail address. The processing of the Client's personal data is carried out in accordance with the legislation of Ukraine. The Client gives the Agent, the Consultant the right to process his personal data in connection with providing the Client with the services stipulated in this Agreement, including for the purpose of the Client receiving advertising messages. Processing of personal data is carried out in accordance with the Regulation on the processing and protection of personal data in personal data bases.

3. TERMS OF PROVISION OF SERVICES BY AN AGENT:

3.1 The Agent provides services from 9:00 a.m. to 6:00 p.m. 7 days a week. In some cases, it is possible to provide services after 6 p.m. according to the individual schedules of the Consultants.

3.2 The consultant provides services during the period chosen and agreed with the client.

3.3 After the selection and agreement between the Client and the Consultant on the procedure and conditions for the provision of Services, the Client pays for such services on the basis of 100% prepayment in the amount agreed upon by the Parties, using the payment system.

3.4 The terms are agreed by the Client by ticking "I agree" against the expression "I agree to the terms of service and accept all terms of my own free will" "I consent to the use of personal data".

3.5 The parties understand that neither the Agent nor the Owner of the site and/or program are not responsible for the quality and consequences of the Consultant's services received. All claims regarding the Consultant's services received by the client must be submitted directly to the Consultant.

3.6 Consultants offering their services through the Site are not employees or employees hired under civil law agreements, contracts, and the like of the Agent. Any information from these individuals is their personal opinion.

3.7 The Agent provides information "as is". The Company shall not be liable to users for any decisions or actions that were taken with regard to the services of Consultants obtained with the assistance of the Agent.

4. PROCEDURE FOR ORDERING AND RECEIVING CONSULTANT SERVICES BY THE CLIENT

4.1 In order to receive Consultant Services, to confirm his agreement with the terms of this contract, the Client performs the following actions:

Refers to coordinating doctors on the Site;

indicates personal data (name, phone number, e-mail address) and other necessary information in the proposed form;

familiarizes himself with the procedure for providing services by the Consultant, features of preparation for the consultation;

pays for services. The amount of the payment is determined at the time of forming the application at the time of selection

specific Consultant; receives the Service at the agreed time by accepting an audio (video) call;

The Client is warned and gives his consent that the Consultant makes an attempt to contact the Client no more than 3 (three) times, if the Client does not appear at the time of the Service, such Service is considered to have been provided, and the funds for such Service are returned are not subject to

5. COST OF SERVICES AND CALCULATION PROCEDURE

5.1. The cost of services is set in UAH, US dollars and Euros (for non-residents of Ukraine) and does not include VAT.

5.2. The cost of the Services includes the Agent's fee and the cost of the Consultants' services, you can get acquainted with the cost of the consultation and tariff plans on the website <https://medtour.help/>.

5.3. The cost of the Services includes all taxes, but does not include commissions that may be charged by third parties in connection with the payment method (for example: commission of the bank, payment systems for transferring funds, etc.).

5.4. Payment for services is made by the Client under the conditions of 100% subscription through the payment system, and in accordance with the rules of such payment systems by the Client transferring funds from his card from the "Pay for the service" section after selecting the required Service.

5.5. The Client's payment is considered to have been made from the moment the Agent receives information from the payment system confirming the debiting of funds from the Client's account to the Agent's account.

5.6. In the case of non-receipt of the Consultant's Services due to the Client's fault and in case of cancellation of the order less than 2 hours before the time of service provision, the received subscription fee is not returned.

5.7. Refund of paid funds for services not provided due to the Consultant's fault is carried out by the Agent. In order to make a refund, the Client is obliged to provide the details of the bank account to which he is obliged to return the funds. Refunds are made within 10 (ten) working days.

5.8. In the event that the Client uses promotional codes, discounts, etc., only the amount including discounts is subject to refund.

5.9. The client confirms and agrees that the procedure and grounds for the return of funds have been fully explained to him, known and understood by him.

5.10. Refunds for the provision of Consultant services that do not meet expectations

5.11 Refunds for the provision of Consultant services that do not meet the Client's expectations or do not satisfy him for one reason or another are decided between the Consultant and the Client independently without the Agent's involvement.

5.12. Payment is made for separate consultations (one-time payment), the cost of payment depends on the level a specialist who provides advice.

6. OBLIGATIONS OF THE PARTIES

6.1. In order to fulfill the terms of this Agreement, the Agent undertakes the following obligations:

Provide an opportunity for all interested persons to register on the Site as a Client, User or Consultant;

Post information about consultants and the terms of their services on their own website;

Provide advice on the use of the site, obtaining the services of a Consultant.

To ensure the possibility of ordering and paying for the services of Consultants using the payment methods provided on the website.

Transfer funds received from the Client for the Consultant's services to the Consultant's account, excluding the amount of the Agent's remuneration.

At any time, modify the software, the site, suspend the operation of services that ensure the operation of the site, when significant malfunctions, errors, failures and preventive works are detected.

6.2. The client undertakes the following obligations:

Pay for the services in full and familiarize yourself with the payment rules offered on the site.

Familiarize yourself with and comply with all current norms and requirements of the legislation of Ukraine, including the rules of Internet ethics and site rules and the terms of this Agreement regarding the purchase of the Consultant's services. Provide reliable and accurate information about yourself

6.3. The consultant undertakes the following obligations:

To provide meaningful informational consultations of a medical nature for educational and reference purposes in full at the time and terms previously agreed with the client, using technical means and capabilities of the Site.

The Consultant's services should not provide specific treatment recommendations or create the impression that they are a substitute for a real consultation with a doctor in the sense of the current legislation of Ukraine.

Provide services to Clients properly and in accordance with the declared value (price), date and time;

Immediately inform the Agent, the Client about all circumstances that affect and/or may affect the course of providing services.

To bear personal responsibility for the quality of the services provided.

7. WARRANTIES OF THE PARTIES

7.1. During the execution of this Agreement, the Agent guarantees:

Ensuring implementation of Consultant services to Clients.

Provision of technical assistance and selection for the Client of the services of such a Consultant that meet his needs and the conditions for the provision of such services.

Organization of a smooth technical process for providing services to Clients.

7.2. Accepting the terms of the Agreement through its acceptance, the Client assures and guarantees that he:

Concludes the Agreement voluntarily and at the same time has fully familiarized himself with the terms of the offer, understands the subject

of the Agreement, familiarized with the cost of services and other essential conditions, regarding the conclusion and execution of the agreement;

Possesses all the rights and powers necessary for the conclusion and execution of the Agreement;

Uses reliable data and information provided to the Agent when placing an order for the service and payment documents on the basis of which payment is made;

Understands that a Consultant is a person who directly provides consulting services and is in no way related to the Agent, the site, the owner of the Site, and who is independently responsible for the services provided;

Uses the site's services at his own peril and risk, understands that the site provides information "as is" and that the Agent does not assume any responsibility, including for the non-compliance of the Site's services and Consultants' services with the Client's expectations;

Realizes that the Consultant does not provide medical assistance, does not provide medical services, but provides medical advice using the technical means of the Site;

Gives consent to the processing of personal data. Understands that any personal data transmitted in accordance with the terms of this Agreement are provided for processing by the Agent in accordance with the requirements of current legislation

of Ukraine in the field of personal data protection;

Understands that the Services provided by the Consultant in accordance with the terms of this Agreement are of a reference nature and cannot be considered as medical assistance, including final diagnosis and/or treatment. To receive medical assistance and other types of medical care, it is necessary to contact a doctor or a health care institution.

7.3. The parties guarantee that

The transfer and processing of personal data in connection with this Agreement is covered by the purpose of this Agreement.

All subjects whose personal data are transferred have been properly informed about their rights, the purpose of processing, the composition of personal data and the persons to whom this data is transferred, in accordance with the Law of Ukraine "On the Protection of Personal Data".

The parties provide all the necessary organizational and technical means for the proper protection of received personal data from unauthorized access

The parties provide all necessary organizational and technical means for the proper protection of received personal data from unauthorized access or processing.

In the event that the subject of personal data withdraws its consent to the processing of transferred personal data in the database of one of the Parties, such Party is obliged to inform the other Party about the term and conditions of termination of processing of personal data of such subject.

8. RESPONSIBILITY OF THE PARTIES

8.1. The Parties are responsible for non-fulfillment or improper fulfillment of the terms of this Agreement in accordance with the legislation of Ukraine.

8.2. The agent is under no circumstances responsible for

- a) any actions / inaction of any third parties, the Consultant;
- b) any indirect damages and/or lost profits of the Client, Consultant and/or third parties;
- c) use (impossibility of use) and whatever the consequences of use (impossibility use) by the Client of the form of payment for the Services chosen by him.
- d) quality of services, reliability of information provided to the Client by the Consultant.

8.3. The Agent is released from responsibility for incomplete or improper provision of its own services under this Agreement in cases of non-fulfillment by the Client of any of the terms of this Agreement, including for an incorrectly executed order for the Consultant's services by the client or the unreliability of the information provided by the Client.

8.4. The parties are released from responsibility for violation of the terms of the Agreement, if such violation is caused by force majeure (force majeure), including: actions of state authorities, fire, flood, earthquake, other natural disasters, lack of electricity and / or computer malfunctions networks, strikes, civil disturbances, riots, any other circumstances, not limited to those listed, which may affect the performance of the Agreement by the Agent and are beyond its control.

8.5. The User bears full responsibility for the inaccuracy of information, contact information and other data provided by him to the Agent while using the Site.

8.6. The Agent is not responsible for the behavior of Users, or for the goods/services offered by them. All disputes and conflicts between Users are resolved by them independently without the involvement of an Agent.

8.7. The Agent does not enter into any disputes that may arise between the Client and the Consultant regarding the services provided.

9. DURATION AND TERMINATION OF THE AGREEMENT

9.1. The Agreement enters into force from the moment of Acceptance of the Offer and is valid until the Parties fully fulfill their obligations in the amount agreed by the Parties or until the Agreement is terminated.

9.2. The contract can be terminated:

- Each of the Parties in the cases stipulated by the current legislation of Ukraine and this Offer; Any Party at any time by sending an appropriate notice to the other Party no later than 24 hours before the Consultant provides services. Termination of the agreement by the Client or withdrawal of the Acceptance of the Offer by him does not impose on the Agent the obligation to return the funds that have been paid.

By mutual agreement of the Parties.

10. OTHER PROVISIONS

10.1. The Agreement in its latest version enters into force from the moment of publication of the corresponding version on the Site.

10.2. The Agent reserves the right to make changes to the terms of the Agreement that were accepted unilaterally. The user has no right to make unilateral changes to the terms of this Agreement.

10.3. Any notice required or desired under this Agreement must be in writing and sent by one Party to the address of the other Party by e-mail or registered mail with delivery notice.

10.4. This Agreement in the context of Article 628 of the Civil Code of Ukraine is a mixed agreement.

10.5. All legal relations that arise in connection with the fulfillment of the terms of this Agreement are regulated by the norms of the current legislation of Ukraine.

10.6. In the event that the Parties are unable to resolve disputed issues through negotiations, any dispute arising from this Agreement or in connection with it shall be subject to judicial review in accordance with the current legislation of Ukraine.

DETAILS OF THE AGENT

LIMITED LIABILITY COMPANY CENTER OF CELL REGENERATION

Location:

Kyiv, Peremogy Avenue 67, office 405, 03062 EDRPOU code 42340346

Is a payer of the uniform tax of group III 5%

Bank details in hryvnias:

UA193206490000026003052709928 in KB "PRIVATBANK" JSC, Kyiv

Tel. 0800211303 Email: info@medtour.help

Bank details in US Dollars:

Beneficiary's bank:

Company Name LIMITED LIABILITY COMPANY CENTER OF CELL REGENERATION,

IBAN Code: UA593052990000026000005006864,

Name of the bank: JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE,

Bank SWIFT Code: PBANUA2X,

Company address: Kyiv, house 67, office 405, Beresteyskyi Ave, 03062, Ukraine

Correspondent banks,

Account in the correspondent bank: 001-1-000080,

SWIFT Code of the correspondent bank: CHASUS33,

Correspondent bank: JP Morgan Chase Bank, New York, USA;

or Account in the correspondent bank: 890-0085-754,

SWIFT Code of the correspondent bank: IRVT US 3N,

Correspondent bank: The Bank of New York Mellon, New York, USA;

Or Account in the correspondent bank: 36445343,

SWIFT Code of the correspondent bank: CITI US 33,
Correspondent bank: Citibank N.A., NEW YORK, USA