

# PUBLIC OFFER FOR PROVISION OF ACCESS TO THE ESOSH SERVICE

The document whose provisions are set out below is a public offer and a public contract. According to Articles 633 and 641 of the Civil Code of Ukraine, the conditions of a public offer and a public contract are the same for all Customers. In accordance with part 2 of Article 642 of the Civil Code of Ukraine, registration on the website <https://www.esosh.net/about-esosh> constitutes acceptance of this offer, which is equivalent to concluding a contract on the terms set out below, as well as acceptance of the Privacy Policy. The Privacy Policy regulates the specifics of how the Customer's personal data is processed. You can review the Privacy Policy here. The Privacy Policy is an integral part of these Terms.

This public offer is addressed to all natural and legal persons who wish to use the service and have the technical ability to receive the service.

**EUROPEAN ASSOCIATION FOR OCCUPATIONAL SAFETY**, Unique Identification Code (EDRPOU): 42755196 (hereinafter – the Provider), on the one hand, pursuant to the current legislation of Ukraine, offers an individual or legal entity (hereinafter – the Customer), hereinafter collectively referred to as the Parties, and each individually as a Party, to conclude a public contract for the provision of services (hereinafter – the Contract) under the following terms:

## 1. DEFINITIONS

1.1. **Public Offer (Contract)** – the Provider's offer addressed to any natural and/or legal person, in accordance with Article 633 of the Civil Code of Ukraine, to conclude with the Provider a public contract for the provision of access to the ESOSH service.

1.2. **Acceptance** – the full and unconditional consent of the Customer to conclude this Contract on the terms set out in this Contract.

1.3. **Provider** – EUROPEAN ASSOCIATION FOR OCCUPATIONAL SAFETY, EDRPOU Code 42755196, legal address: 04107 Kyiv, 21 Tatarska St., Building A.

1.4. **Service** – EUROPEAN ASSOCIATION FOR OCCUPATIONAL SAFETY ESOSH.

1.5. **Customer** – a natural and/or legal person who agrees to the Terms and Privacy Policy of the Provider and registers in accordance with the procedure established in the ESOSH service, to whom the Provider provides services in accordance with this Contract.

1.6. **Service** – the provision of access by the Provider to the Customer to the ESOSH service on a paid or free basis, after registration by the Customer in the manner established by this Contract.

1.7. **Paid Services (Professional Plan)** – provision of service for a fee determined in monetary terms by the Provider to the Customer in the volume provided by this Contract, independently chosen by the Customer.

1.8. **Free Services (Open Plan)** – provision of limited access by the Provider to the Customer, i.e., to a restricted amount of information available through search contained in the ESOSH

service. The extent of limited access is determined by the Provider at its discretion and may be changed without agreement with the Customer.

**1.9. Trial Period** – a period of one (1) calendar day after Customer registration on the Provider's service, during which the Customer receives free access to the service. The volume of searchable information during the trial period is determined by the Provider at its discretion and may be changed without agreement with the Customer.

**1.10. Service Fee (Tariff)** – payment amount established by the Provider for providing a certain volume of services to the Customer for access to the ESOSH service.

**1.11. Volume of Services** – the features, functionality and content available to the Customer under a specific tariff plan, determining the Customer's rights to use the Service.

**1.12. Tariff Plan** – conditions that determine the volume of services available to the Customer for a specified period (3 months, 6 months, 12 months, 24 months, etc.) and the amount of payment the Customer must make to receive access to such services. Functionality and information available does not depend on the paid term.

**1.13. Personal Data** – information or a set of information about a natural person who is identified or can be specifically identified.

**1.14. Data Subject** – a natural person whose personal data is processed in accordance with applicable law.

**1.15. Consent of the Data Subject** – any voluntary expression of will by a natural person to allow processing of their personal data for a specified purpose. Registration on the ESOSH service implies granting consent by the data subject to the processing of their personal data.

**1.16. Account** – a set of information about the Customer provided by the Customer.

## **2. GENERAL PROVISIONS**

**2.1.** Under the terms of this Contract, the Provider shall provide, and the Customer shall receive services for access to the ESOSH service only after the Customer completes registration on the website <https://www.esosh.net/about-esosh> and creates an account.

**2.2.** The Service is provided on a paid or free basis at the Customer's choice by granting access to the ESOSH service.

**2.3.** All changes and additions to this Contract are published on the Provider's website.

**2.4.** All terms of this Contract are binding on both the Customer and the Provider. Prior to using the Service, the Customer must familiarize themselves with the terms of this Contract. If the Customer does not agree with the terms of this Contract, they have no right to use the services.

**2.5.** If the Customer disagrees with changes made by the Provider to this Contract or to the tariffs, the Customer must discontinue using the service.

2.6. The Customer, as a data subject, upon registration in the service, consents to the processing of their personal data in the Provider's personal data database and agrees to receive periodic emails and other notifications from the service.

### **3. PROCEDURE FOR PROVIDING SERVICES**

3.1. The Customer independently registers in the service on the website <https://www.esosh.net/about-esosh> in the "Registration" section and automatically receives access.

3.2. Access to the service, as a computer program, constitutes the supply of software within the meaning of Clause 26<sup>1</sup> of Subsection 2 of Section XX "Transitional Provisions" of the Tax Code of Ukraine and is exempt from VAT.

### **4. ACCOUNT**

4.1. To use the functionality of the Service, the Customer must register an Account by providing their first name, last name, email address, and phone number or by signing in via Google.

4.2. By registering in the Service, you confirm that you are a legally capable natural person acting on your own behalf or on behalf of a legal person on legal grounds, and that all information provided during registration is true, accurate and up to date.

4.3. The procedure for storing and processing personal data is established in the Privacy Policy.

### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **5.1. Provider Obligations:**

5.1.1. Provide services to the Customer in accordance with the volume of services paid for.

5.1.2. Maintain confidentiality of the Customer's personal data obtained during account registration or service use.

5.1.3. Upon the Customer's request, provide acceptance certificates in electronic form using an electronic digital signature that complies with legal requirements.

#### **5.2. Provider Rights:**

5.2.1. Terminate paid services once the term of provision expires.

5.2.2. Change the procedure and cost of services without re-executing this Contract, by publishing changes on <https://www.esosh.net/about-esosh>.

5.2.3. Disclose any information if required by Ukrainian law, by authorized state bodies, or to ensure normal operation of ESOSH or protection of the Provider and Customer, provided it does not conflict with constitutional rights and applicable law.

#### **5.3. Customer Obligations:**

5.3.1. Timely pay for paid services in the amount and manner specified in this Contract.

5.3.2. Comply with the terms of this Contract.

5.3.3. Not resell or provide the results of services to third parties.

- 5.3.4. Review and comply with the terms and conditions of the selected services.
- 5.3.5. Keep login credentials confidential.
- 5.3.6. Not collect, copy, or process other persons' personal data or any information from the Service using scraping tools or similar methods.

#### **5.4. Customer Rights:**

- 5.4.1. Receive information about services and tariffs.
- 5.4.2. Use the Service within the functionality available under the selected Tariff Plan.
- 5.4.3. Request acceptance certificates electronically with a compliant digital signature.
- 5.4.4. Contact technical support via the Service or by email listed on the website.

## **6. COST OF SERVICES AND PAYMENT PROCEDURE**

- 6.1. The cost of Services under this Contract is determined according to the current tariff plans published on <https://www.esosh.net/about-esosh>, priced in Ukrainian currency.
- 6.2. Payment is made by the Customer via non-cash transfer to the Provider's account.
- 6.3. Services are provided once payment in full is received. The start date for service provision is the date funds are received in the Provider's account.
- 6.4. The Customer is responsible for the accuracy of the payments made.

## **7. SERVICE INFORMATION**

- 7.1. The Service may contain publications, articles, and other informational materials.
- 7.2. Data obtained from third parties are open public data obtained from official sources and third-party services that have the right to collect and provide such data under Ukrainian law.
- 7.3. The Provider is not responsible for the accuracy of data from third-party sources or consequences of their use.
- 7.4. The Service may contain links to third-party websites, pages, or programs. The Customer uses these at their own risk and must review the respective terms of use.

## **8. LIABILITY OF THE PARTIES**

- 8.1. The Provider is not liable for the completeness or accuracy of information or analytic data obtained from public sources or third parties.
- 8.2. Aggregated data and analytics are for informational purposes only. The Customer uses them at their own discretion and risk.
- 8.3. If the Customer is dissatisfied with the Service, they should discontinue use.

8.4. The Provider is not liable for any damages, including lost profits, resulting from use or inability to use the Service.

8.5. Parties are liable for non-performance or improper performance under this Contract according to Ukrainian law.

8.6. The Provider may block or terminate Customer access if this Contract is violated.

## **9. DISPUTE RESOLUTION**

9.1. This Contract is governed by the laws of Ukraine.

9.2. Parties will attempt to resolve disputes through negotiation.

9.3. Communication for dispute resolution may be conducted via email or phone.

9.4. If no agreement is reached within 30 calendar days, disputes are referred to the competent court under Ukrainian law.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1. All intellectual property on the Provider's site, including design, text, graphics, videos, trademarks, software and databases, belongs to the Provider or licensed third parties.

10.2. Nothing in this Contract transfers intellectual property rights to the Customer.

10.3. The Customer shall not reproduce, copy, sell, or commercially use any part of the Service unless expressly permitted.

10.4. Violations of intellectual property rights may result in legal action under Ukrainian law.

## **11. MISCELLANEOUS**

11.1. This Contract comes into force upon acceptance and remains effective while the Customer uses the Service.

11.2. The Provider may unilaterally change this Contract; changes take effect upon publication online unless otherwise stated.

11.3. The Customer must review updated terms on the Provider's site.

11.4. Invalidity of specific provisions does not invalidate the entire Contract.

11.5. All legal relations arising from this Contract are governed by the applicable laws of Ukraine.