

Terms and conditions

Smart Expert products and services are provided by Private entrepreneur Demyanets Vitaliy, registration number 3590611513. These Terms of Use ("Terms") govern your use of Smart Expert`s website, apps, and other products and services ("Services"). As some of our Services may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms.

ACCEPTANCE OF TERMS

In order to be able to use the Services, you must accept the Terms. Until the acceptance of the Terms, the use of Smart Expert Services is prohibited. You can accept the Terms in the following ways: (A) by performing an action that confirms the acceptance of the Terms (by clicking on the button, ticking the checkbox or similar action) of the service order on the site; or (B) the actual use of the Services. In this case, you agree that we will consider the fact of using the Services as acceptance of the Terms. Using the project website or the services offered on the website, you accept all of these conditions.

SUBJECT OF THE AGREEMENT

The subject of the contract is the use of the site, as well as the Services that we offer on the site <https://lms.smartexpert.net/en> and other sites of the Smart Expert project. Terms of use of the services and materials of the site The user can be any person who accepts the Terms and uses the site and Services. In order to receive paid services, you must have full legal capacity and be a person who has reached the age of 18.

Additional terms and conditions

Since we provide many different services, for some of them Additional terms of use and restrictions may apply. Such conditions are given in the relevant sections of the site, on the pages for ordering services ("information products") or in legal notices sent to you (hereinafter "Additional Terms"). Additional conditions are part of your contract for the provision of services and use of the site concluded with us. We reserve the right to introduce additional conditions for using the site and services that are binding.

COST AND DESCRIPTION OF SERVICES

The scope of the Services available to you depends on the conditions of the purchased service package. If you use the services or materials available in open sections of the website and distributed free of charge, you get only basic information on topics of interest. If you purchase a package of paid services or book a participation in an event, you will receive extended information, as well as access to paid content and paid site services.

Please note that some prepaid service packages involve gaining access to several services and training programs (courses) at once. However, if this is not the case, in order to receive informational materials on additional training programs, you need to purchase such Services separately. Some training programs involve independent work and the implementation of certain tasks (homework), which are part of the service delivery process.

Prices and cost of services The cost of the services you purchase can be published by us on the product page, please contact us or must be indicated on the legal notice - a message sent to you at the email address specified during registration or placing an order on the site.

CONCLUSION OF TRANSACTION

The procedure for the formation and conclusion of the relevant transaction (contract) depends on the product (service package) you have chosen and the payment method, as well as on whether you place an

order for the Services for the first time or if you already have a user account on the site. Registration on the site, subscription to the mailing list, execution of the order and payment of the Services on the site (entering your payment details) are not possible without obtaining your prior consent with these Offer and our Privacy Policy (without putting the mark "I have read (s) and accept the Terms of Service and Privacy Policy" in the appropriate check box, under the data collection form.

The moment of conclusion of the contract

By visiting the site and using the free materials and services located in the open sections of the site, you enter into a License Agreement for the use of content with us. By registering for a free webinar or by signing up for a free subscription to the mailing list, you enter into a Service Agreement with us. In this case, the Agreement includes the General Terms and Additional Terms of Service. In the case of purchasing a prepaid package of services, you enter into an Agreement with us to provide services at the same time as pressing the "Accept participation" or "Buy" button (or other similar field).

In case of buying tickets for live events (forum, event, offline training, intensive, coaching, seminar), you conclude with us an agreement for the sale of tickets to the event at the time of clicking on the "Take part" or "Buy" (or other similar field). In such a case, the Contract includes the General Terms and Additional Terms of Use of the Services. In the case of payment of an order without using an electronic payment acceptance system, the Agreement with you is considered concluded at the time of payment of your invoice (or electronic invoice).

Acquisition of several products or additional services You can purchase and use one or several services at the same time by paying for the purchased service package one-time or by issuing a monthly subscription.

Correcting input errors By registering on our website or ordering services, you can interrupt the checkout process and correct errors at the time of completing the registration process or placing an order - payment for services, tickets, etc. You can also always contact us and report any errors in input.

TERMS OF RENDERING SERVICES

Any services / prepaid service packages purchased on the site can be offered for a certain period (have a fixed term for the provision of services). In this case, after the specified period has elapsed, the provision of services will cease automatically at the end of the specified period for the provision of services; actions on your part aimed at terminating services are not required.

RESERVATION CONDITIONS (PRE-ORDER) SERVICES

When booking services, it orders SmartExpert products and services at a discount, at a special price. You pay the reservation price and get a fixed price valid at the time of booking. You must pay the rest of the cost of services within the period specified in the offer published on the sale page. The amount you have paid (reservation cost) is considered an advance payment and will be credited as payment for services. If you do not fully pay for the booked services within the specified period, we will return all the funds received to you, but you will lose the right to purchase products and services at a special price, and you can always purchase them at the regular price published on the website. If before the time of full payment, you managed to use the services (you have already gained access to one or several lessons), we will deduct from the refund amount the cost of the services actually rendered, in accordance with our Refund Policy.

You can also use the amount you have paid to partially pay for other Smart Expert services, within two (2) calendar months from the date the reservation was paid, for this, contact our customer support service. After a two-month period from the date of payment, the reservation price is not refundable. Please note that booking involves ordering a minimum package of services or a tariff plan (lowest cost), but you can always choose a different package of services, subject to an additional cost difference.

TERMS OF PAYMENT

Withdrawal of funds In case of purchase of a service package or a ticket, take action at the time of placing the order (successful input of payment details into the frame of the payment system), a one-time write-off of the sum of the cost of the ordered services occurs.

Failure to fulfill payment obligations We reserve the right to make claims regarding violation of the established terms of payment of services. In case of impossibility to write off funds from your payment card or the next payment, we have the right to stop the provision of the Services or to suspend their provision, until they are properly paid.

PAYMENT METHOD

You can familiarize yourself with the available payment methods for our services on the site. In case of payment by bank transfer, you must inform us of the payment made and send an image of documents confirming payment for the services to the email address indicated on the site. You understand that by paying for services by bank transfer, you confirm your acceptance of the Terms of Service.

In the event that we pay additional fees or incur other expenses due to a rejection of the payment due to your fault (for example, insufficient funds on the card; the credit limit on the card has already been exhausted), we reserve the right to additionally deduct from your card / account the amount of expenses actually incurred by us. We reserve the right, at any time, at our discretion, to change the method of payment for the purchased product and / or refuse the previously proposed method of payment by proposing alternative payment methods.

RETURN POLICY AND RESERVATION OF SERVICES

Service Cancellation Policy

After placing the order and its payment, in each individual case, you get the right to refuse the Services and request a refund. You have the right to refuse paid services by notifying us of this on time. The possibility of a refund, as well as the amount of deductions associated with the return, depends on the date we receive the return request.

You understand and agree that if you have already started to use the services (gained access to one or several classes of the training program or their notes) during the refusal period, we will keep the maximum amount of the actual services rendered, at the time of receipt of the return request.

Online Learning Cancellation Policy You have the right to refuse online learning within fourteen (14) calendar days from the date of payment for training. In case of early booking of services or payment for training in installments, the date of placing an order (the date of payment for services) is the date you made the first payment. To receive a refund, contact us and fill out a request for a refund in the prescribed manner.

Since some service packages require the provision of closed information and valuable content, as well as access to private chat rooms, communities and groups, you understand that in the event of a refund after providing you with similar information and access to chat rooms, we will deduct at least fifty (50)% of the amount you deposit. the cost of training, regardless of the number of classes to which you have gained access.

Refusal policy for participation in offline events If we received a request for a refund: (A) fourteen (14) or more calendar days before the event or the master class, regardless of the reasons for the refusal, we will return all the funds received to you (minus payment system fees related to return); (B) in the period from thirteen (13) to six (6) days before the date of the event or master class, regardless of the reasons for the refusal - we return the funds received, withholding thirty (30)% of the amount paid;

(B) five (5) or less calendar days before the date of the event, or on the first day of the event, we return

the funds received, withholding fifty (50)% of the amount paid; (D) on the day following the day of the event (the first day of the event), or later, we do not refund. The entire amount of the advance is withheld as compensation for damage caused by unilateral cancellation of the contract.

Refund processing To refuse services and issue a refund, write to us at office@smartexpert.net or contact support at the telephone number listed on the site. We will confirm receipt of a return request by email at the address provided during checkout. To make a return, be sure to tell us: name and email address specified when placing the order; Name of the Service (course, package of services); date of order; payment information; reasons for refusal of services, as well as other necessary information.

You understand that if you do not provide the necessary information, we have the right to refuse to return you and not to consider your appeal.

Consequences of the refusal of services If you filed a request for a refund within the specified time, we will refund your funds within fourteen (14) days from the date of receipt of the request. For a refund, we will use the same payment method that you used when paying for services. We will deduct from the refund amount all additional commissions of banks and payment systems related to the refund.

If you did not use the services (did not participate in the event, did not see the classes available to you) through no fault of ours or refused to use the services in violation of the terms and established order, we will not reimburse you for the cost of such services.

Special cancellation conditions and additional return guarantees We definitely reserve the right to establish other cancellation rules for certain Services (training programs, products, live events, webinars, intensives, etc.) or provide you with additional unconditional return guarantees by publishing special conditions for canceling services on the product sale page.

Use of funds to pay for another product Not later than two (2) months from the date of payment, you have the right to request that the funds paid be credited to pay for any of our other products (Services). If the cost of the purchased product exceeds the amount paid by you (deposit), you undertake to pay the difference before the provision of the Services. If the deposit amount exceeds the value of the ordered product, the difference in value is not refundable. In order to comply with the deadline, you must notify us in the manner established for filling out a return request.

Expiration of the refusal period If the Services were rendered in full, before the expiration of the refusal (for example: you have already gained access to all the lessons and materials) and / or until you receive a request for a refund, no refund will be made. In case of receiving a request for a refund (rejection of services) in violation of the established terms of refusal, a refund is not carried out.

RIGHT TO USE CONTENT

Depending on the services you ordered or the service package you purchased, you will have access to certain content (information and training materials), the copyright and related rights of which are protected or in any case belonging, regardless of the fact of registration and the territory of their operation. We provide you with a non-exclusive non-transferable right (limited license) to use the content for non-commercial purposes under the terms of this agreement for the entire duration of the service, unless otherwise provided by the terms of the participation package or subscription.

You are warned that photography, audio, and video recording of the training process (seminars, workshops, webinars and live events) are strictly prohibited. In case of violation of this requirement, you will not be allowed to receive services. **Use of intellectual property** All materials posted on the site and other sites of the project, as well as materials provided to you during the provision of paid services

(content) are subject to copyright, the exclusive rights to use which belong to Smart Expert. The right to use content and materials that are part of the site or obtained in the process of rendering the Services is limited to the use of content for non-commercial purposes and is not allowed in other cases. Copying, modification, full or partial use, public reproduction and distribution of materials posted on the site or provided to the user during the provision of paid services, as well as the use of content for commercial purposes, without the written permission of the copyright holder, is strictly prohibited and punishable by law. The mark for goods and services, its image is registered and belongs to us. All rights reserved.

You agree not to reproduce, duplicate, copy, sell, exchange or resell the Services for any purpose, if the right was not granted to you by the copyright holder in a separate written contract, and also not to use other intellectual property without our written consent. Any violation of copyright and related rights is prosecuted in accordance with the laws of the country of service and international law, and will result in civil, administrative and criminal liability.

RESPONSIBILITY FOR PERFECT QUALITY SERVICES

Prescriptions of the law The provisions of the current legislation on the protection of consumer rights regarding claims regarding the provision of services of inadequate quality, apply to relations arising, regardless of the General and Additional Terms. The consumer rights provided to you by law, in any case, cannot be reduced.

Warranty clause We do not give any guarantees that the use of Smart Expert services will bring you financial or any other results. The data provided in the process of using your paid and free materials on the site are only advisory in nature. By purchasing paid services or using free content, you agree that you use the content solely at your discretion and bear one-sided responsibility for this.

Smart Expert does not bear any responsibility for any profit you may not receive, reputational and other risks that may arise when using the site materials. The results that you get in the process of using strategies and recommendations posted on the site depend on many factors that are exclusively individual in nature and depend on the student.

The results of different users can vary significantly when using the same services. The cases and success stories provided on the website are given as a demonstration of the results of specific people, and are not a promise or guarantee that you will achieve the same results, even if you copy strategies and actions that these people took to achieve certain financial and other results. Using materials, you refuse from lawsuits and other forms of claims against us regarding your results in the process of using content and using services.

RESPONSIBILITY

General provisions In case of violation by the parties of obligations, provision of false information at the conclusion or during the execution of the transaction, the parties are liable in the prescribed manner. We are responsible for: - violation of the Terms and the procedure for the provision of services; - violation of the terms for the provision of services; - the provision of Services of inadequate quality.

We are not responsible for: - the inability to provide services for reasons beyond our control, including force majeure, disruption of communication lines, malfunctioning of equipment and software that does not belong to us; - for complete or partial interruptions in the provision of services related to the replacement of equipment, software or other work caused by the need to maintain operability and development of technical means (subject to prior notification of the user);

- violation of the safety of equipment and software used by you to receive services; - loss of confidential

information or part thereof, if this is not our fault; - any losses of third parties that arose not through our fault.

You are responsible for: - for the accuracy and correctness of the registration and payment data specified by you during the registration process on the site or placing an order; - use by third parties of the credentials used to gain access to the Services;

- use of materials posted on the website or provided during the provision of the Services, with a view to their subsequent resale, distribution or transfer to third parties; - violation of the Terms of Service; - violation of the terms of payment; - interference with the site and available services or attempt to access them bypassing our instructions.

Limitation of liability Our total liability for any claim or claim is limited to the amount of the purchased service of inadequate quality or provided in violation of the terms. In the event that we violate the terms for the provision of services, our liability is limited exclusively to: - extending the terms for the provision of services, or - providing the services in new terms until the full fulfillment of our obligations.

Responsibility of our employees and agents In cases where our liability is limited or excluded, the same limitation of liability or its exclusion applies to our employees or agents.

RESPONSIBILITY FOR YOUR MATERIALS AND CONTENT

Limitation of liability for posting content You are responsible for the content and materials that you post on our website or in chats while using Smart Expert services. We are not responsible for the materials you post and do not track them. **Compliance with legal requirements** When posting your own content, you must comply with the laws of the country of residence. In any case, it is forbidden to publish content of a pornographic, sexual nature, promoting violence, sadism, discrimination, containing threats or defamation.

In addition, your content must also not violate the rights of third parties. This applies to property and personal non-property rights of third parties, including intellectual property rights (for example, copyright and trademark and trade name rights). In particular, you are also obligated not to violate the rights of third parties when posting comments / reviews, profile photos or any pictures that you publish.

We have the right to remove or move any content posted by you at any time if we consider that it violates the third parties to the requirements of the law. If you violate these principles of content distribution, we have the right to send you a written warning and temporarily block your account and suspend the provision of services, or terminate the contract unilaterally.

Indemnification If you violate the requirements of the Terms, you must compensate us for all losses incurred in connection with the satisfaction of claims of third parties (whose rights you violated). We reserve the right to make claims for loss and other claims, in recourse.

DURATION OF TERMS

The terms and conditions are valid until they are changed or withdrawn by Smart Expert. Termination (revocation) of these Terms will not affect any legal rights, obligations and responsibilities that were in force for you and Smart Expert, and arose before the termination of the Terms.

CONTRACT TIME

The agreement on the use of the site (site materials) is considered concluded for an indefinite period and is valid until terminated by you or us. The contract for the provision of services concluded in connection

with the use of free services, the purchase of a prepaid package of services or booking a participation in a live event is valid until the parties fulfill their obligations. The contract for the provision of services concluded in connection with the issuance of a free subscription to the Services is valid for the duration of the subscription and, in case of renewal (automatic renewal) of the subscription, is extended for the period of renewal of the subscription.

TERMINATION OF USE OF SERVICES

You have the right to stop using the site and services at any time, without indicating a reason. To stop using paid services, let us know by contacting the customer support service using one of the phones listed on the site. Please note that after you have refused the services (terminated the contract), you will lose access to all purchased content and available services.

We reserve the right to terminate the legal agreement with you without specifying the reasons, provided that you are sent a written notice later than (2) weeks before the planned date of termination. In any case, the contract cannot be terminated before the end of the minimum paid subscription period or the expiration of the term for the provision of services.

We may at any time cancel the agreement (agreement) concluded with you if: (A) you have violated any provision of the Terms (or have taken actions clearly indicating your unwillingness or inability to comply with the Terms), or (B) we are forced to do so by legal requirements (for example, if the provision of services to you is illegal or ceases to be legal), or (B) Smart Expert stops providing the Services in the country in which you live or use the services.

If you try to interfere with the operation of the site, servers and other Smart Expert automated systems, or you violate the Terms or are suspicious, we may suspend or completely block your access to the site and services.

Unilateral cancellation of the contract on good grounds. Each party has the right to cancel the contract unilaterally on good grounds. In particular, we have the right to cancel your account and terminate the user agreement or cancel your subscription immediately if you repeatedly flagrantly violate the Terms of the Agreement or these General Terms and Conditions and in the event of arrears in the payment of services.

PERSONAL DATA

Please note that by using the site or services, filling out the registration forms on the site, it agrees with our Privacy Policy and agrees to the collection and processing of your personal data on the specified conditions. If you do not agree with them, stop using the site. We process your personal data in accordance with our Privacy Policy; You can always find the latest version of the Privacy Policy on the site. These conditions govern the collection, processing, use and protection of your personal data.

CHANGES TO THE PROVISION OF SERVICES

We reserve the right to amend or supplement these General Terms by posting a corresponding notice and a new edition of the General Terms on this page. It is strongly recommended that you frequently check this page and the date of the most recent changes at the top of the page. In case of amendment of the Additional Terms, we will post the new edition of the additional terms directly on the product description page. If you do not object to the validity of the new Terms and Conditions, and continue to use the Services, the new version of the Terms is considered accepted by you.

GENERAL LEGAL CONDITIONS

The General and Additional Terms constitute a full legal agreement (contract for the provision of services and use of the site) between you and Smart Expert, govern the procedure for the provision of Services

(with the exception of services provided on the basis of a separate written agreement, if any) and completely replace all previous agreements and agreements between You and Smart Expert.

Validity of the provisions In the event of discrepancies between the Additional Terms and the General Terms, the provisions of the Additional Terms relating to the relevant Service shall prevail.

If any judicial authority authorized to consider this issue recognizes the invalidity of any provision of these Terms, the relevant provisions will be excluded from the Terms, while maintaining the validity of the remaining provisions of the Terms. The remaining provisions of the Terms will continue to be valid, and their enforcement can be ensured through the courts. Applicable law The relations of the parties are governed by the provisions of the legislation of Ukraine, as well as by the Convention on International Sales Agreements.

ADDITIONAL TERMS FOR ORGANIZATIONS

If you are a legal entity (in order to avoid misunderstandings, the term “you” as applied to legal entities in these Terms means an organization), then an individual who has accepted the terms on behalf of your organization declares and guarantees that he is authorized to act on your behalf and has sufficient authority to accept the Terms on your behalf.

CONSENT TO PHOTO VIDEO

By attending any Smart Expert offline events (seminars, field events, events and forums), you consent to the photo and video shooting of the event with your participation, as well as the broadcasting of the event. You agree that we may subsequently use photo and video materials containing your image.

SERVICE PROVIDER INFORMATION

Private entrepreneur Demyanets Vitaliy, registration number 3590611513, registered at address: 3028, Nauki Ave., Kiev

e-mail: office@smartexpert.net