

ACCESSION AGREEMENT

on sport and health services

Individual entrepreneur Gorbachevskiy Igor Anatoliyovych, 10028, Zhytomir, Miklukho Maklaya street, 30, tax number: 3273219075, e-mail: info@vashtrener.com.ua; [web-site: https://vashtrener.com.ua](https://vashtrener.com.ua), (hereinafter referred to as the "Contractor"), acting on the one hand, in accordance with the rules of the current legislation, offers individuals (hereinafter referred to as the "Client" (s)) on the other, the opportunity to order online complex of sport and health services «**IntensFit online**» (hereinafter referred to as the "Program") and other services pursuant to the provisions of this ACCESSION AGREEMENT on sport and health services (hereinafter referred to as the "Agreement"). The parties to this Agreement are collectively referred to as the Parties, and individually, as the Party.

PRELIMINARY STATEMENT

Prior to the conclusion with the specific Client, this Agreement has the status of an Offer of the Contractor. This Agreement is placed in electronic form on the Contractor's web-site <https://vashtrener.com.ua> (hereinafter referred to as "the Site"), according to article 634 of the Civil Code of Ukraine is an accession agreement, and therefore the Party - Client may not offer its terms for inclusion in this Agreement or offer to change the terms of this Agreement. In case the Client agrees to the terms of this Agreement, it has the opportunity to conclude it with the Contractor by accession. This Agreement shall be considered (entered into force) electronically in accordance with the Law of Ukraine "On E-Commerce" from the moment of unconditional and full acceptance (approval, Acceptance) by the Client of the terms of this Agreement, as evidenced by the completion and submission by the Client of the electronic application form on compilation of trainings program (hereinafter - Questionnaire) and payment of the Program (performance of actions considered as acceptance of the offer to conclude an electronic agreement) via cashless transfer including but not limited to, through a bank payment system (for example LiqPay), the link to which is contained on the Site.

Accessing this Agreement, the Client hereby confirms that it has read all the terms of this Agreement, has no reservations or objections to the terms of the Agreement and undertakes to duly fulfill its obligations under this Agreement. This Agreement shall be concluded without the parties signing in writing copies of the Agreement. Upon full and unconditional Acceptance, the Client is provided with electronic confirmation of the fact of the conclusion of this Agreement, in particular, access to the mobile application IntensFit (hereinafter - electronic cabinet).

This Agreement, concluded in compliance with the above conditions, is considered to be equivalent in legal consequences to the agreement concluded in writing. This Agreement is not a public agreement in the sense of Art. 633 of the Civil Code of Ukraine and may be concluded by the Contractor exclusively with a person who, according to the information provided, has no contraindications for physical education, sports and fitness, has reached the age of 18 years. The data provided by the Client upon questioning with his/her unconditional consent to the processing of such data is deemed to be a confidential information which is not subject to disclosure by the Contractor and/or its employees. Place of entering into an agreement is Kyiv, Ukraine.

1. SUBJECT OF THE AGREEMENT

1.1. Under the terms of this Agreement, the Client orders and undertakes to pay, and the Contractor undertakes to provide on-line sports and health services (hereinafter referred to as Services) by providing access to an electronic cabinet in the manner and under the terms and conditions of this Agreement.

1.2. Under the terms of the Program, the Client is provided with the following online complex of sports and health services:

- access to the electronic cabinet for a period of 30 calendar days from the date of Program activation. The electronic cabinet is created by the Contractor. Participants of the electronic cabinet are obligatory the Client, the personal trainer, the head of the personal trainer. Services are provided to the

Client only via the use of an electronic cabinet. Including, but not exclusively limited to an electronic cabinet, the Client receives the trainer's recommendations, the communication between team members is provided, the control of results is provided;

- an individual training program with a total of from 10 up to 16 training sessions per month, obligatory for carrying on. The amount of training under the Client Program is determined by the trainer individually, taking into account the individual characteristics of the Client, such as, but not limited to, the goal, physical condition, age, gender, weight, health status, etc.;
- video training lessons (trainings at home or gym). Video training lessons are kept in the electronic cabinet for the entire duration of its activity and can be used by the Client to perform training in excess of the mandatory training standards established by the trainer, if desired;
- individual nutrition recommendations;
- on-line communication (chat) with a personal trainer on the Program. The personal trainer communicates online about the Program in the interval from 8:00 am to 20:00 pm. The client agrees and understands that the answer to his question is provided by the trainer at a convenient time for the trainer, which is determined by the trainer unilaterally. The answer to the questions received from the Client after 20:00 pm is provided by the trainer the next day during the period of time mentioned above. The trainer's analysis of the Client's current day mode (regarding the issues of the Client's compliance with the training, recovery and nutrition recommendations) is carried out by the trainer once a day, every day from 20:00 to 22:00 on the respective day, on which the results control report is sent to the Client's e-mail (in any form);
- video communication with the trainer once a week at a time predefined with the Client;
- an analysis of the Client's accomplishments upon completion of the Program in the form of a report from the trainer (in any form).

1.3. Activation of the Program is provided in the following order: after the Client's Acceptance of the Agreement, providing the Client by the Contractor with an access to the electronic cabinet (login and password), the Client together with the trainer determines the start date of the Program, which is the date of activation, and which is preceded by the date the Client provides the trainer with the measurements of his/her body and confirmation of acquaintance with the first nutrition recommendations. Upon receiving by the trainer from the Client the body measurements and confirmation of acquaintance with the first nutrition recommendations, the Program is activated. Namely on the date, determined by the trained and the Client, the Client is provided with first recommendations on the Program.

1.4. Access to the Program is provided by the Client via electronic cabinet.

2. COST OF SERVICES AND ORDER OF PAYMENTS

2.1. Cost of Contractor's Services under this Agreement is determined on the Site as of the date the payment for the Program.

2.2. Payment for the cost of Contractor's Services in the amount stipulated by item 2.1. of this Agreement, in full shall be executed by the Client via cashless transfer including but not limited to, through a bank payment system (for example LiqPay), the link to which is contained on the Site.

2.3. In case if within 14 calendar days after the Contractor gives the Client access to the electronic cabinet in the manner stipulated by this Agreement, the Client does not activate the trainings under the Program for any reason, and applies to the Contractor with a request to cancel the Agreement within the terms, stipulated by this clause of the Agreement, such request shall be subject to satisfaction by the Contractor resulting in the Contractor's return to the Client of 40% of the amount of the Contractor's Services paid by the Client to the Contractor in the amount stipulated in clause 2.1. of the Agreement (minus: 1) costs for banking services, according to the bank's tariffs; and 2) the amount of the cost of the services for provided consultation and providing the opportunity to access the e-cabinet, equal to the equivalent of 05 (five) US dollars). In case of the Client's request for cancellation of the Agreement outside the terms stipulated by this clause, such request shall not be satisfied by the Contractor and shall

not result in a refund. The request for cancellation of the Agreement shall be sent by the Client to the Contractor's e-mail address specified in this Agreement and exclusively from the Client's e-mail address specified in the Questionnaire at the time of the conclusion of the Agreement.

2.4. If the Client activates the Program in the electronic cabinet, but for any reason, which is not dependent on the Contractor, is unable to provide trainings under the Program, follow the nutrition recommendations, the Client is not entitled to a refund of the paid amount of the Contractor's Services. Upon activation of the Program, the funds are not refundable under any conditions.

2.5. In the cases stipulated by this Agreement, the Contractor shall make a refund to the Client in the appropriate amount within 14 working days from the date of receiving from the Client, inter alia, a request for a refund.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.

3.1. The Client has the right to:

- 3.1.1. require the Contractor to fulfill its obligations under the Agreement;
- 3.1.2. use the assistance of qualified specialists involved in the provision of the Services by the Contractor;
- 3.1.3. "Freeze" the Program not more than twice for a total period up to 14 calendar days while the term of the Program by notifying the trainer via sending of a relevant message in the electronic cabinet. The renewal of the Program after "freezing" occurs automatically, when the term of "freezing" expires.
- 3.1.4. require the Contractor to replace the trainer. If the Client is not satisfied with the work of the trainer, he/she is entitled exclusively to the replacement of the trainer. The fact of dissatisfaction with the trainer is not a ground for termination of the Agreement and refund.

3.2. The Client is obliged to:

- 3.2.1. get acquainted with the rules of work of the electronic cabinet;
- 3.2.2. consult a doctor before payment of the Program and before accessing the electronic cabinet and not to follow the Program's recommendations without obtaining permission from a doctor. The Client may not follow the Program in case of pregnancy, problems with cardiovascular, respiratory or nervous system problems, musculoskeletal and other health disorders or contraindications;
- 3.2.3. notify the Contractor of any health problems and medical contraindications for physical activity. Hiding actual health information releases the Contractor from liability for causing potential harm to the life and or health of the Client as a result of training under the Program;
- 3.2.4. adhere to the dietary guidelines of the Program and carry out training, with a view to self-well-being;
- 3.2.5. not to provide access to electronic cabinet to third parties;
- 3.2.6. daily get acquainted with the recommendations of the Program;
- 3.2.7. get weighted daily in the morning before eating in order to monitor progress;
- 3.2.8. daily send a report to the trainer with the following parameters: weight, as well as send to the trainer photos of dishes (05 photos per day) according to the Program mode. Once a week send a report to the trainer with body measurements.
- 3.2.9. stop trainings and recommendations of the Program in case of any discomfort, contraindications, health problems or pain and immediately consult a doctor;
- 3.2.10. not to take actions aimed at misleading the trainer, other participants of electronic cabinet to ignorance;
- 3.2.11. not to conclude the Agreement on behalf of/instead of another person, except in cases where the respective powers are obtained in accordance with the procedure provided by the current legislation of Ukraine;
- 3.2.12. not to download, store, publish, distribute and share or otherwise use any information that:
 - ✓ threatens, defames, offends, degrades honor or dignity or business reputation, or violates the privacy of other users or other third parties;
 - ✓ violates the rights of minors;

- ✓ is vulgar or obscene, contains obscene language, contains pornographic images and sexually explicit texts or scenes;
- ✓ contains scenes of violence, or inhuman treatment of animals;
- ✓ contains a description of the means and methods of suicide, any incitement to its implementation;
- ✓ promotes and/or assists racial, religious, ethnic hatred or enmity, promotes fascism or ideology of racial superiority;
- ✓ contains extremist materials;
- ✓ promotes criminal activity or provides tips, instructions or guidance on criminal activities;
- ✓ contains information of restricted access, including, but not limited to, state and business secrets, information about the privacy of third parties;
- ✓ contains advertising;
- ✓ contains links to third-party resources;
- ✓ is of a fraudulent character;
- ✓ is the intellectual property of third parties who did not authorize the Client to use it, as well as violates other rights and interests of individuals and legal entities or requirements of the law (including the posting of photos and videos, the main object of which is the person, if this person did not refuse to consent to a photo or video of his/her participation);

3.2.13. not to use any computer programs for the automated collection of information in the electronic cabinet;

3.2.14. not to collect, organize, store or distribute personal data of other users;

3.2.15. not attempt to gain access to another Client's electronic cabinet in any way, including, but not limited to, by fraud, abuse, login and password selection, etc.;

3.2.16. not to use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the contents of the electronic cabinet;

3.2.17. not to deface the proper functioning of the electronic cabinet;

3.2.18. by any means not to circumvent the navigation structure of the electronic cabinet with a purpose to obtain or attempt to obtain any information, documents or materials by any means not specifically provided by the services of the electronic cabinet;

3.2.19. not to provide reverse search, track or attempt to track any information on any other Contractor's Client;

3.2.20. not to use the electronic cabinet and its contents for any purpose prohibited by the legislation of Ukraine, and to incite any illegal activity or other activity that violates the rights of the Site, other persons.

3.3. The Contractor has the right to:

3.3.1. demand from the Client payment of the Services in accordance with the terms of the Agreement;

3.3.2. require the Client to comply with all the terms of the Agreement;

3.3.3. terminate the Agreement unilaterally resulting in the termination of rendering of the Services to the Client in case of non-fulfillment or gross violation of the terms of the Agreement. In this case, the severity of the violation is determined unilaterally by the Contractor;

3.3.4. disclose any information collected about the Client, if the disclosure is necessary in connection with the investigation or complaint about the misuse of the electronic cabinet or for the establishment (identification) of the Client, which may violate or interfere with the rights of the Contractor or the rights of other Clients;

3.3.5. disclose any information about the Client that it deems necessary to comply with the provisions of applicable law or court decisions, enforce the terms of this Agreement, protect the rights or security of the Client;

3.3.6. disclose information about the Client if the current legislation of Ukraine requires or permits such disclosure;

3.3.7. without prior notice to the Client to terminate and/or block access to the electronic cabinet if the Client has breached this Agreement, as well as in case of termination of the electronic cabinet or due to technical problems;

3.3.8. If a Program account is used by more than one user, such Program/ electronic cabinet will be blocked without refund, and the organizers and participants of such use will be blacklisted and will not

be able to purchase the Program in the future.

3.4. The Contractor is obliged to:

- 3.4.1. confirm the fact of the conclusion of this Agreement by giving the Client an access to the electronic cabinet;
- 3.4.2. provide the Client with the Services paid by him.

4. REGISTRATION ON THE SITE. SECURITY. TERMINATION OF ELECTRONIC CABINET. REMOVAL OF INFORMATION

4.1. Registration of the Client on the Site is done by filling in the Questionnaire. Upon registration on the Site, payment and fulfillment by the Client of the provisions of clause 1.3. of this Agreement, the Client is granted an access to the electronic cabinet.

4.2. The Client undertakes to present in the Questionnaire accurate, complete and precise information about himself and to keep this information up to date.

4.3. The Client agrees that he/she is personally liable to the Contractor for all actions taken when using his (Clients) electronic cabinet.

4.4. In the event that the Client becomes aware of any unauthorized use of his electronic cabinet, the Client agrees to notify the Contractor immediately by sending a corresponding e-mail.

4.5. The Client agrees that the Contractor reserves the right to terminate the Client's electronic cabinet and/or to block the Client's access to the electronic cabinet, at any time without prior notice to the Client and without giving the reason, in the following cases:

- ✓ violation of the provisions of this Agreement, its parts and additions;
- ✓ at the request of the state authorities, in accordance with applicable law;
- ✓ in other cases, if the Contractor deems such removal necessary.

4.6. The Client has the right at any time to refuse to use his electronic cabinet account and delete it.

4.7. Termination of the Client's electronic cabinet shall include:

- ✓ removal of Client's access to the personal part of all services of electronic cabinet;
- ✓ removing the password and releasing the Client's mailbox from emails, files and deleting personal settings.
- ✓

5. TERM OF ACTION OF AGREEMENT, AMENDMENT AND TERMINATION

5.1. This Agreement shall enter into force on the date of the Client's Acceptance of the Agreement and shall be valid for 30 calendar days from the date of activation, determined in the manner provided in clause 1.3. of this Agreement. The term of the Agreement may be extended in case of "freezing" of the Program in the manner and under the conditions stipulated by this Agreement, only for the term of such "freezing". Extension occurs automatically after the expiry of the "freezing" period and takes place on the next date, which follows the date of the last day of the "freezing".

5.2. This Agreement may be terminated by its unilateral refusal, except in the cases provided for in this Agreement.

5.3. The loss and/or failure of the Client's technical means is not a ground for termination of this Agreement, but the Client is entitled to "freeze" the Program in the manner and under the conditions provided for by this Agreement.

5.4. In the event of early termination of this Agreement on the initiative of the Contractor and on the

grounds specified in this Agreement, it is considered that the Client has received the Services and the Contractor is considered to have rendered them properly and in full. The Contractor has the right to unilaterally terminate this Agreement by notifying the Client in writing or electronically at its own discretion (by sending a written letter or an email). Termination of the Agreement results in blocking the Client's access to the electronic cabinet.

5.5. The Contractor may unilaterally make changes to this Agreement by notifying the Client in writing or in electronic form at its own discretion (by sending a written letter or email, or posting information on the Site). No individual notice to the Client or the signing of additional agreements or any other annexes to this Agreement is required to enter into force of amendments to the Agreement. Amendments to the Agreement shall enter into force upon receipt of a written or electronic letter or posting of information on the Site.

5.6. The Client is aware and accepts the fact that the Contractor has the right to change the interface and the procedure of the electronic cabinet, to extend, replace and improve the complex of the Services provided under the Program, to refine and change the name of the Program, without the Client's consent.

6

6. RESPONSIBILITIES OF THE PARTIES AND DISPUTE RESOLUTION

6.1. All disputes, disagreements or claims arising under this Agreement or in connection therewith, including concerning its conclusion, interpretation, execution, violation, termination or invalidity, shall be subject to resolution in the International Commercial Arbitration Court at the Chamber of Commerce of Ukraine in accordance with its Rules of Procedure. The law governing this Agreement is substantive law of Ukraine.

6.2. The Parties shall be liable for violation of the Agreement established by this Agreement and the current legislation of Ukraine. The Parties are not responsible for breach of their obligations under the Agreement, if it was not their fault. A Party shall be presumed innocent if it proves that it has taken all the measures necessary for it to fulfill its obligation.

6.3. The Contractor shall not be liable for any negative consequences that may occur in the event that the Client has contraindications to receiving the Services as a result of his health. Should the Client withhold information from the Contractor about his health condition, which may result in any kind of harm to the Client, the responsibility for such actions in full shall be in full the responsibility of the Client who has concealed the information.

6.4. In all cases, compliance with all recommendations of the Program shall be carried out by the Client at his own risk. Contractor, trainers are not responsible for any possible harm, including property and/or health damage that may be caused by the use of any Program materials. The Client, while participating in the Program, assumes all responsibility for any consequences.

6.5. The Client is solely responsible for any use of the information provided in the electronic cabinet.

6.6. The Client is solely responsible to third parties for their actions or omissions when using the electronic cabinet.

6.7. The Client undertakes to settle independently and at his own expense all claims of third parties related to the Client's action or omission when using the electronic cabinet.

6.8. Unless otherwise proven by the Client, any actions taken while using of his electronic cabinet shall be deemed to have been committed by that Client.

6.9. In the event that the Client places information in the electronic cabinet or performs other actions that do not comply with the terms of the Agreement, the Contractor shall have the right, at its sole discretion, to delete all or part of the information posted by the Client, including those information that make it

difficult to determine its compliance with the Agreement and/or legislation.

6.10. In case of violation of the terms of this Agreement, the Contractor has the right to block the Client's access to the electronic cabinet and/or remove the electronic cabinet of the Client without prior notice.

6.11. The Contractor shall not be responsible for the use by third parties of information provided by the Client in the electronic cabinet, including its copying, reproduction and distribution, made both within the electronic cabinet and in other possible ways.

6.12. The Contractor shall not indemnify for any damages, direct or indirect, caused to the Client or third parties as a result of use or non-use, including inability to use, the electronic cabinet.

6.13. The Contractor does not undertake to check, change and control information located by anyone in the electronic cabinet, does not guarantee and is not responsible for the accuracy of information, its legality, quality and compliance with the specific requests and needs of users of the electronic cabinet.

6.14. The Contractor is not responsible for the content of sites that do not belong to him, links to which may be present in the electronic cabinet, and does not guarantee their availability, correct work and compliance with the stated topics.

6.15. The Contractor shall not be liable for delays or malfunctions during the operation resulting from force majeure, as well as in any case of problems in telecommunication, computer, electrical and other related systems.

6.16. The Contractor is not responsible for the actions of transfer systems, banks, payment systems and for delays related to their work.

6.17. The Contractor shall not be responsible for the proper functioning of the electronic cabinet in the event that the Client does not have the necessary technical means for its use, including, if the Client's technical means do not meet the specifications necessary for the proper functioning of the e-cabinet referred to in paragraph 8.11. of this Agreement, and does not bear any obligations to provide Clients with such facilities (means).

6.18. The Contractor shall not be liable to the Client or third parties for the termination of access to the electronic cabinet in case the Client breaches any provision of this Agreement or other document containing the conditions for using the electronic cabinet.

7. CIRCUMSTANCES OUTSIDE THE WILL OF THE PARTIES

7.1. The Parties shall not be liable for any non-compliance or improper performance of the terms of this Agreement, if such non-performance or improper performance is the result of circumstances beyond the will of the Parties. The Parties have agreed that the circumstances beyond the will of the Parties include, but are not limited to: threat of war, armed conflict or serious threat of such conflict, including but not limited to hostile attacks, blockades, military embargo, foreign enemy action military action, declared and unannounced war, public enemy action, riot, acts of terrorism, sabotage, piracy, disorder, invasion, blockade, revolution, rebellion, uprising, mass riots, curfew, expropriation, forcible seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, unlawful acts of third parties, explosion, prolonged interruptions in the work of transport, regulated by the terms of the relevant decisions and acts of state authorities, closure of the sea canals, embargo, ban / imports, etc., and also caused by exceptional weather and natural disasters, such as: epidemic, severe storm, cyclone, hurricane, tornado, storm, flood, snow accumulation, ice, hail, frost, freezing of the sea, straits, ports, passages, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.; decisions of state bodies that interfere with or prevent the Contractor from fulfilling its obligations under the Agreement and/or which significantly impair the Contractor's position in comparison with the terms of this Agreement, and/or

which, in the Contractor's opinion, cause the Client significant negative influence for performance of this Agreement; situations that significantly affect the ability or inability of the Contractor to fulfill its obligations under the Agreement. For the duration of circumstances beyond the will of the Parties, the Party affected by such circumstances shall be exempted from the performance of the obligations provided for in this Agreement. The Contractor shall not be liable for any negative consequences and other circumstances listed in this clause of the Agreement, the occurrence of which is beyond the will of the Contractor. Confirmation of the circumstances that exist outside the will of the Parties from the Contractor may be any document, duly executed, with reference and confirmation of such circumstances.

7.2. The Parties acknowledge that such circumstances impede the process of providing the Services and are not grounds for termination of the Agreement.

8. OTHER CONDITIONS

8

8.1. In providing the Services, the Contractor shall be guided by the information received from the Client, which shall be considered as unconditional, true and authentic, including that the Client has no contraindications for physical training, sports and fitness.

8.2. The Client guarantees that he is in a physical condition that allows him to perform active and passive physical exercises and that physical activity does not cause harm to his health. Thus, the Client removes all responsibility for the state of his health from the Contractor.

8.3. The Client is personally responsible for his or her health and medical examinations.

8.4. By entering into this Agreement, the Client confirms that he is acquainted with the list and scope of the Services, the procedure for their provision, as well as with all information necessary for the full use of the Services.

8.5. The Client states that he/she is aware that the Contractor does not provide medical services (health assessment, observation and health control, etc.). All and any consultations provided by the Contractor's representatives are for guidance only and are not medical services.

8.6. By entering into the Agreement, the Client understands that none of the reasons related to his personal life, including, but not limited to, pregnancy, are grounds for changing the Program validity, its early termination or postponing the expiration date, including that such reasons are not the basis for the refund (in whole or in part) paid by the Client under the Agreement.

8.7. The Contractor guarantees that participation in the Program is confidential. All data provided by the Client shall be kept confidential. The results and photos of the Client are published only with the consent of the Client. The Client undertakes to maintain the confidentiality of the information they received in the course of using the electronic cabinet. All information regarding the Program, the Contractor, services and other data that became known to the Client is considered confidential. The Client undertakes not to disclose to the third parties confidential information without the consent of its rights holder, except on the request of the authorized state bodies and/or only in cases and in the order established by the legislation. If the Client fails to comply with the above requirements, if this has led to the unauthorized disclosure of confidential information, the proprietor of the confidential information has the right to hold the Client liable in accordance with the procedure established by law, and to demand compensation for the damages suffered in full.

8.8. All Program material is copyrighted and may not be copied or distributed in any way.

8.9. Upon expiration of the Agreement/Program, the Program materials become inaccessible.

8.10. The Client agrees to receive informational, advertising and other types of mailings from the

Contractor by SMS to the Client's telephone number, as well as to his e-mail address and undertakes not to present to the Contractor any claims and requirements related to such mailings. If the Client does not want to receive mailings, he should write a waiver of mailing. Upon receiving such a refusal, the Contractor undertakes to exclude the Client's address from the mailing list.

8.11. The electronic cabinet on the technical mean functions properly provided that the Andriod mobile operating system is not lower than version 5.1; iOS mobile operating system is not lower than version 7.0.

9. CLIENT'S PERSONAL INFORMATION

9.1. For the purpose of compiling the training program, as well as for the other purposes specified below, the Contractor collects, stores, protects, processes and disseminates information about the Client (Client's personal data) in the manner provided below.

9.2. The Client's personal data is stored in the database of the Contractor's personal data with the right to use by the Contractor, until they are withdrawn at the written request of the Client.

9.3. The Contractor with respect and responsibility treats confidential information of any person who has become a Client. By agreeing to this Agreement, the Client gives its unambiguous and undisputed consent to the processing (including collection and use) of information provided by him personally, including when completing the Questionnaire, in accordance with the provisions of the Law of Ukraine "On Personal Data Protection" and the Contractor's policy on protection of personal data. In addition, the Client agrees that the Contractor may collect, use, transmit, process and maintain information provided by Client for the purpose of providing of relevant services. The Client agrees that the Contractor has the right to provide all personal data of the Client to the public authorities according to their requests, and in the absence of such requests, but in cases where the Contractor is obliged to do so in accordance with the current legislation of Ukraine.

9.4. The Contractor undertakes to collect only the personal information that the Client voluntarily provides when the information is required to provide (improve) services to the Client.

9.5. The Contractor collects both basic personal information such as first name, patronymic, address and email address, and secondary (technical) data.

9.6. According to this Agreement, the personal data of the Client includes:

- standard data that is automatically received by the http server when accessing the Program;
- information provided by the Client, including, but not limited to, the following: health, email addresses, names, contact information;
- other information obtained or generated when accessing the Program through various tools, including the use of cookies: statistics on e-mail page views, records of the amount of information received and transmitted.

9.7. The Contractor shall have the right to use third party services to collect information about Client's electronic cabinet via using cookies to improve the electronic cabinet and its services.

9.8. The Contractor uses various tools to protect the Client's personal information from unauthorized access or disclosure. However, the Contractor makes no warranties or liability for the actions of third parties who have misused access to the Client's confidential information, and reserves the right to use and disclose certain information from the Client's personal data in connection with potential or such conflicts and court cases, as and when necessary to protect the rights.

9.9. Access to Client's personal data, have:

- persons whose rights and responsibilities for access to relevant information are established by the legislation of Ukraine;

- persons and organizations providing support for electronic cabinet services in the extent necessary to provide such support.

9.10. Client's rights as a subject of personal data. The Client has the right to:

- to obtain information on the location of the Contractor as the owner/manager of his personal data;
- require the Contractor to clarify their personal data;
- apply the remedies provided by law in case of violation of the legislation on protection of personal data.

9.11. The Client agrees that the confidentiality of the data transmitted via the Internet is not guaranteed if access to this data is obtained by third parties outside the area of technical means controlled by the Contractor, the Contractor shall not be liable for the losses caused by such access.

9.12. The Contractor may use any information collected through the electronic cabinet for the purpose of improving the content of the electronic cabinet, its refinement, transmission of information to the Client (on request), for marketing or research purposes, as well as for other purposes, which is not contrary to the provisions of the current legislation of Ukraine.

10

10. DETAILS of the CONTRACTOR

Individual entrepreneur

Gorbachevskiy Igor Anatoliyovych

10028, Zhytomir, Miklukho Maklaya street, 30,

Tax number: 3273219075

e-mail: info@vashtrener.com.ua;

web-site: <https://vashtrener.com.ua>,