

The following text is addressed to an unlimited number of persons and is an official public offer (in accordance with Articles 633, 641 of the Civil Code of Ukraine) of the **State Enterprise "Ukrainian State Center for International Education"** (hereinafter – the "Contractor"), represented by Director Shapovalova Olena Oleksandrivna, acting on the basis of the Statute, to conclude the Services Agreement on visa support and organizational support of arrivals of foreign applicants for study in Ukrainian higher education institutions:

1. TERMS AND DEFINITIONS

- 1.1. For the purposes of this Agreement and connected to it relations of the Parties, the following definitions shall apply:
 - 1.1.1. The Client - a natural person with full civil capacity who has applied to the Contractor for services in accordance with the procedure established by this Agreement, has accepted the Public Offer of the Contractor set forth in this Agreement.
 - 1.1.2. The Contractor - State Enterprise "Ukrainian State Center for International Education", which received acceptance from the Client.
 - 1.1.3. Services - a set of services for foreigners-candidates for study in higher education institutions of Ukraine: submission of information on registered invitations to diplomatic missions and consular posts of Ukraine, insuring a meeting at the point of arrival, information and consulting support.
 - 1.1.4. The Parties - common designation used in the Agreement to denote the Client and the Contractor.
 - 1.1.5. The Contractor's website - web page on the Internet at studyinukraine.gov.ua, which is the official source of informing Clients about the Contractor and the Services provided by them.
 - 1.1.6. Public offer - proposal of the Contractor (posted on the website of the Contractor), addressed to an unlimited number of persons in accordance with the legislation of Ukraine on the conclusion of this Agreement under defined conditions.
 - 1.1.7. Acceptance - legally significant action, the consequence of which is full and unconditional acceptance by the Client of the terms of the Public Offer of this Agreement. Acceptance is made by paying for the services using the payment instruments posted on the Contractor's Website.

2. SUBJECT OF THE AGREEMENT

- 2.1. This Agreement of public offer for the provision of services is a public agreement (hereinafter - the Agreement), within the meaning of Article 633 of the Civil Code of Ukraine, which is concluded between the Contractor, on the one hand, and the Client, on the other hand, from the moment of Acceptance by the latter of all terms and conditions of this Agreement and its Annexes.
- 2.2. In the manner and under the conditions specified in this Agreement, the Contractor undertakes to provide the Client with the Services, and the Client undertakes to accept and pay for these Services at the prices specified in the List of Paid Services of the State Enterprise "Ukrainian Center for International Education" and the Calculation of the price of service posted on the website of the Contractor.
- 2.3. Services are provided on the basis of this Agreement. The actions that indicate the agreement to comply with the terms of this Agreement and the Rules for the provision of services are the Client's acceptance by payment for the services of the Contractor in the amount in accordance with the Calculation and the List.
- 2.4. The list, conditions and procedure for providing the Services are determined by this Agreement and its appendices.

- 2.5. The Services are provided only after the Client accepts this Agreement by full payment of the cost of the Service in accordance with the Calculation and the List, which confirms the fact of full and unconditional acceptance by the Client of the Agreement, all its conditions, without any restrictions under Article 642 of the Civil Code of Ukraine.
- 2.6. The Agreement concluded by the Client with the help of the Acceptance has legal force in accordance with Article 642 of the Civil Code of Ukraine and is an equal agreement to the one signed by the Parties. After the Acceptance, it is considered that the Client has read and without objections on their part agrees with the terms of this public offer.

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. The Client has the right to:

- 3.1.1. Receive the Services in the amount and on the terms stipulated by this Agreement and in accordance with the Rules for the provision of services.
- 3.1.2. Receive the necessary and reliable information about the Contractor, their activities, the scope of services provided by them.
- 3.1.3. While receiving the Services, get assistance (consultation) from the Contractor's specialists with professional knowledge and skills related to providing the Services.
- 3.1.4. Inform the Contractor about their wishes, proposals, feedback on the activities of the Contractor and the Services provided under the Agreement.
- 3.1.5. Contact the Contractor in writing with suggestions for improving the process of providing Services and promotional offers.

3.2. The Client has the responsibility to:

- 3.2.1. When applying to the Contractor for the provision of Services, pay for the Services using the payment instruments available on the Contractor's website or by bank transfer to the account specified by the Contractor.
- 3.2.2. Provide the Contractor with reliable information on personal data and documents necessary for identification of the Client, including for filling in a Questionnaire. Not allow the use of the Services by third parties, unless otherwise expressly provided by the provisions of this Agreement and the Terms of Service.
- 3.2.3. Provide and further report information on possible contraindications (health status, etc.) for receiving the Services.
- 3.2.4. Strictly comply with the requirements of this Agreement and the Rules for the provision of services.
- 3.2.5. Accept and pay for the Services provided by the Contractor in the manner and under the conditions specified in this Agreement.
- 3.2.6. Appear for the provision of services at the time agreed upon with the Contractor.

3.3. The Contractor has the right to:

- 3.3.1. Require the Client to comply with the terms of this Agreement.
- 3.3.2. Receive timely and full payment from the Client for the provided Services.
- 3.3.3. Unilaterally refuse to execute this Agreement or suspend its execution if there are grounds to believe that the provision of Services may cause harm to the Client or cause other adverse consequences to them or third parties, which will be considered impossible to execute this Agreement due to the fault of the Client and the Contractor will not be liable for it.
- 3.3.4. Refuse the Client to provide Services under the Agreement if the Client violates the terms of this Agreement.

3.4. The Contractor has the responsibility to:

- 3.4.1. Ensure that the Client can receive the Services in accordance with this Agreement.
 - 3.4.2. Ensure that the Client can receive information on the provision of Services.
 - 3.4.3. In case of violation by the Client of the Rules on the provision of services and / or the terms of this Agreement, take all possible measures to terminate this violation.
 - 3.4.4. Accept for consideration the Client's written proposals on the improvement and quality of the Services.
- 3.5. The list of rights and responsibilities of the Parties defined in this section of the Agreement is not exhaustive. The Parties have other rights and responsibilities under this Agreement and the current legislation of Ukraine.

4. COST OF SERVICES AND CALCULATION PROCEDURE

- 4.1. The cost of the Services provided by the Contractor under this Agreement is determined in accordance with the cost determined by the List of paid services of the State Enterprise "Ukrainian State Center for International Education", published on the Contractor's website.
- 4.2. Provision of Services is carried out after their payment in the amount of 100% of the cost according to the List of paid services of the State Enterprise "Ukrainian State Center for International Education", posted on the website of the Contractor.
- 4.3. All payments under this Agreement are made in the national currency of Ukraine – hryvnia (UAH) - in non-cash form, by transferring funds to the bank account of the Contractor.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. The Parties bear responsibility in accordance with the current legislation of Ukraine.

6. TERM OF THE AGREEMENT AND CONDITIONS OF ITS TERMINATION

- 6.1. This Agreement is public and valid from the moment of its Acceptance by the Client and is valid until the Parties fully comply with its terms.
- 6.2. This Agreement is publicly communicated to all Clients by posting (publishing) it on the Contractor's Website.
- 6.3. The Contractor independently determines the terms of the Agreement. The Contractor has the right to change the terms of the Agreement with the obligatory posting of a notice on the Contractor's Website.
- 6.4. When making changes to this Agreement, the Contractor shall notify such changes on their website at least 15 (fifteen) calendar days before the changes take effect, except for cases in which the Agreement sets a different term and / or procedure for notification, as well as cases in which the Contractor is not obligated to notify the Client of changes. In this case, the Contractor guarantees and confirms that the current version of the text of this Agreement posted on the Contractor's Website is valid.

7. SETTLEMENT OF DISPUTES

- 7.1. All disputes that may arise in the process of providing the Services by the Contractor, in connection with the acceptance, implementation and / or violation of the provisions of this Agreement, shall be settled by negotiation between the Parties.
- 7.2. In case of failure to reach an agreement between the Parties through negotiations and the impossibility of settlement in a pre-trial procedure, all disputes shall be resolved in court by location of the Contractor.

8. FINAL PROVISIONS

- 8.1. By concluding this Agreement, the Client automatically agrees to the full and unconditional acceptance of the provisions of this Agreement published on the Contractor's website.
- 8.2. The invalidation of any provision or clause of this Agreement or its Annexes shall not affect the validity of the remaining terms and conditions of the Agreement.
- 8.3. The Parties certify that this Agreement is concluded in full understanding by the Parties of its terms and terminology in compliance with all general requirements necessary for the validity of an agreement under Article 203 of the Civil Code of Ukraine.
- 8.4. Appropriate notification and delivery of information to consumers of the Services specified in this Agreement is placement of relevant information in the Consumer's Corner, located at the place of provision of Services and / or on the website of the Contractor.
- 8.5. This Agreement is public in accordance with Articles 633, 641 of the Civil Code of Ukraine and its terms are the same for all Clients. Acceptance of the terms of this Agreement is complete and unconditional and means that the Client agrees with all the terms of the Agreement without exception and addition, and also indicates that the Client understands the meaning of their actions, all terms of the Agreement are clear to them, the Client is not affected by error, deception, violence, threats, and the like.
- 8.6. All Annexes to the Agreement are integral parts of this Agreement and are considered mandatory for execution by the Parties.
- 8.7. By accepting the Agreement, the Client declares that they are aware that the fact of concluding this Agreement means that:
 - 8.7.1. The Client is acquainted with and knowingly agrees to comply with all the terms of the Agreement;
 - 8.7.2. The Client is acquainted with the cost of Services under this Agreement, which fully satisfies them;
 - 8.7.3. The Client gives their consent to the use of their personal data by the Contractor for any purposes, if such purposes do not contradict the current legislation of Ukraine.
- 8.8. The following categories of personal data of individuals are processed: documents issued in the name of individuals, documents signed by them, information that these persons provide about themselves, in particular, surname, name, father's name, passport data, personal signature; place of residence and / or place of stay of an individual; citizenship; registration number of the taxpayer's account card of an individual (individual tax number). The Contractor receives the Client's personal data directly from the Client in written documents submitted by the Client to the Contractor, as well as by the Client providing the Contractor with copies of documents containing the Client's personal data.
- 8.9. The Client agrees to the Contractor's following actions with the Client's personal data: collection, processing, storage, entry into the Contractor's databases (including electronic databases), as well as the subsequent use and dissemination of personal data by the Contractor in accordance with the Law of Ukraine "On protection of personal data" (hereinafter - the Rules of personal data storage). The purpose of collecting and processing personal data of the Client is: to ensure the implementation of administrative and legal (including relations in the field of public administration), tax relations and relations in the field of accounting; health relations; relations in the field of advertising and collection of personal data for commercial purposes and other relations that require the processing of personal data. The owner of the personal database is the Contractor. The data is stored by the Contractor throughout the term of the Agreement. The Client

has the right to withdraw consent to the processing of personal data by submitting a written application to the Contractor.

- 8.10. The Contractor guarantees to the Client that they will provide personal data of the Client at the request of third parties, as a general rule, only with the consent of the Client to transfer their personal data to third parties of the Contractor. Exceptions to this rule are cases when the current legislation of Ukraine directly obliges the Contractor to provide personal data of the Client without the need to obtain the prior consent of the Client at the request of public authorities or to directly provide services under this Agreement.
- 8.11. The Client confirms that they are aware of their rights in connection with the entry in the Personal Information Database, in accordance with Article 8 of the Law of Ukraine "On Personal Data Protection".

PAYMENT DETAILS OF THE CONTRACTOR

State Enterprise "Ukrainian State Center for International Education"

Identification code of the legal entity: 32304022

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Director

_____/O.O.Shapovalova/