

# **PUBLIC OFFER AGREEMENT**

## **for the provision of digital services**

This document is a public offer of the company **FINTECHME LLC**, operating through the KeyScaleLab platform, and regulates the procedure for the provision of digital services, the terms of cooperation, and the rights and obligations of the parties. The fact of payment for services or placing an order constitutes full and unconditional acceptance of the terms of this offer.

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## **1. General Provisions**

**1.1.** This offer is drafted in accordance with the legislation of the European Union, including:  
— Consumer Rights Directive 2011/83/EU;  
— E-Commerce Directive 2000/31/EC;  
— GDPR (EU 2016/679);  
— and the applicable legislation of Georgia.

**1.2.** Acceptance of the offer is the Client's performance of actions indicating agreement with its terms: payment for services, placing an order, or providing data required for the performance of the services.

**1.3.** The Contractor provides digital services related to:  
— creation, production and publication of digital content;  
— social media management;  
— development of websites and digital products;  
— formation of brand strategy and visual communication;  
— integration of CRM systems, process automation, and implementation of AI solutions.

**1.4.** Current information on tariffs and services is posted on the official website of the Contractor.

**1.5.** The Contractor is entitled to update the terms of the offer. The updated version applies to any new orders.

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## **2. Subject of the Agreement**

**2.1.** The Contractor undertakes to provide the Client with digital services in the scope, conditions, and timeframes established by the tariff or the individual technical specification.

**2.2.** Services are provided remotely, in digital form.

**2.3.** The result of the services consists of digital materials: content, publications, design, digital files, accesses, website structures, integrations, and other intangible results.

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### **3. Conditions for the Provision of Services**

**3.1.** Services are provided after full payment has been received.

**3.2.** The commencement of services is carried out within the period agreed by the parties, provided that payment has been received in a timely manner and that the Client has provided all necessary information.

**3.3.** The Client must provide materials, accesses, instructions, responses to the Contractor's requests, and other information necessary for the performance of the services in a timely manner.

**3.4.** Any delay by the Client in providing information, confirmations, materials, accesses, or approvals results in an automatic adjustment of the service timeframes proportionate to the duration of the delay.

**3.5.** The Contractor is not liable for the impossibility of performing work or meeting deadlines if obstacles are caused by the actions or inactions of the Client.

**3.6.** Services are deemed provided once the digital content or work results have been delivered to the Client, published, or made available for use and correspond to the agreed scope.

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### **4. Cost and Payment Procedure**

**4.1.** The cost of services is determined by the tariffs or an individual commercial offer.

**4.2.** Payment for services is made in full and is a mandatory condition for the commencement of work.

**4.3.** The absence of payment means the Contractor has no obligation to begin service performance.

**4.4.** Any delay in payment by the Client leads to a postponement of the performance timeframes for a period equivalent to the duration of the delay.

**4.5.** The Contractor is entitled to suspend work until payment has been confirmed.

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### **5. Right of Withdrawal and Refund Policy**

**5.1.** The Client confirms and agrees that the Contractor's services constitute digital content delivered in electronic form.

**5.2.** In accordance with Art. 16(m) of the Consumer Rights Directive 2011/83/EU, the Client loses the right to withdraw from the contract as soon as the Contractor begins providing the digital service, provided the Client's explicit consent has been given.

**5.3.** Payment for the services constitutes the Client's confirmation of consent to the immediate commencement of performance and a waiver of the right of withdrawal.

**5.4.** Refunds after the commencement of services are not possible, except in cases where the Contractor has not begun performance or a refund is approved by the Contractor in a special manner.

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## **6. Results and Limitations**

**6.1.** The Contractor applies professional skills and technologies; however, the Contractor does not guarantee the achievement of specific indicators: reach, views, audience growth, sales, conversions, or other results dependent on external factors.

**6.2.** Services are provided in accordance with the data, goals, and materials supplied by the Client.

**6.3.** The Contractor is not liable for a decrease in content effectiveness or the impossibility of performing certain tasks if caused by a lack of timely feedback, inability of the Client to provide materials, or other circumstances dependent on the Client.

**6.4.** The Contractor is not liable for failures, algorithm changes, or restrictions of third-party services (Instagram, YouTube, TikTok, Facebook, CRM systems, hosting providers, etc.).

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## **7. Adjustments and Support**

**7.1.** The Client has the right to request adjustments within the scope provided by the tariff.

**7.2.** Additional adjustments or extended volumes of work are paid separately.

**7.3.** Claims regarding the result are accepted within 5 calendar days after the result has been provided.

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## **8. GDPR and Confidentiality**

**8.1.** The Contractor processes the Client's personal data in accordance with GDPR.

**8.2.** The Client possesses all rights of a data subject: the right of access, correction, deletion, restriction of processing, and data portability.

**8.3.** Data is used solely for the purposes of performing the agreement and is not transferred to third parties without the Client's consent.

**8.4.** The Client is responsible for the legality of providing the Contractor with third-party data (e.g., accesses, accounts, materials).

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## **9. Intellectual Property**

**9.1.** The right to use the created materials is transferred to the Client after full payment for the services.

**9.2.** Exclusive rights (including source files, project structures, and internal systems) remain with the Contractor unless otherwise agreed in writing.

**9.3.** The Contractor is entitled to use the results of the work in portfolios, case studies, and presentations if the Client does not object.

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## **10. Liability of the Parties**

**10.1.** The parties bear responsibility for fulfilling their obligations in accordance with the law.

**10.2.** The Contractor is not liable for:

- delays caused by the absence of information from the Client;
- impossibility of recording, approving, or publishing content due to the Client's fault;
- failures of third-party platforms;
- lost profits and indirect damages.

**10.3.** The Client is responsible for providing accurate data and complying with legal requirements.

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## **11. Force Majeure**

**11.1.** The parties are released from liability for non-performance of obligations in the event of force majeure circumstances.

**11.2.** Performance deadlines are extended for the duration of such circumstances.

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## 12. Dispute Resolution

**12.1.** Disputes are subject to resolution through negotiations.

**12.2.** If peaceful settlement is not possible, the dispute shall be considered by the court at the location of the Contractor's registration.

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## 13. Contractor Details

**Company:**

Limited Liability Company **FINTECHME LLC**

**Legal Address:**

Georgia, Tbilisi, Samgori District,  
Police Lane I, N5, Floor 2, Office N4a

**Tax ID:** 406399240

**Phone:** +995 557 614 689

**E-mail:** info@fintechme.pro

**Official platform:** <https://keyscalelab.com>