

# PUBLIC OFFER AGREEMENT

## (Public Offer for the Provision of Services)

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**Version dated: 1 January 2026**

**Jurisdiction: Georgia**

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This document constitutes the official public offer (hereinafter — the "**Offer**") of **FinTech hMe LLC** (brand/division "**KeyScaleLab**") to enter into an agreement for the provision of services on the terms set out below.

The Offer is addressed both to legal entities and to individuals (hereinafter — the "**Client**").

Acceptance (the full and unconditional acceptance of the terms) of this Offer is the **Client's payment of the issued invoice**. From the moment the invoice is paid, the agreement is deemed concluded, and the Client is deemed to have **automatically agreed to all the terms** of this Offer.

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## 1. Terms and Definitions

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**Company** — FinTechMe LLC, operating on the KeyScaleLab.com platform.

**Client** — a legal entity or individual that has paid the Company's invoice and has thereby accepted this Offer.

**Services** — the services provided by the Company in two areas:

- **Social Presence & Content** — social media management and content creation;
- **Digital Products & Platforms** — the development of websites, online stores, digital products, and platforms.

**Invoice** — the invoice for payment issued by the Company under the tariff selected by the Client.

**Source Materials** — the "raw" recorded files and drafts created by the Company according to its own methodologies.

**Written Form / Written Notice** — a message sent to the Company's email address **info@fintechme.pro**; correspondence via this address is deemed equivalent to written form. Other communication channels (messaging, etc.) are recognized as written form **only with the express consent of the Company**.

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## 2. Subject of the Offer

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2.1. The Company provides the Client with the Services under the selected tariff, and the Client pays for them on the terms of this Offer.

2.2. The Services in the **Social Presence & Content** area constitute **social media management and content creation (media presence)**. These services **do not constitute marketing, advertising, or KPI-based lead generation**. The Company **is not a marketing agency**.

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### **3. Procedure for Concluding the Agreement (Acceptance)**

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3.1. The agreement is concluded by the Company issuing an invoice and its **payment by the Client**.

3.2. **Work begins only after 100% prepayment** under the selected tariff. Payment of less than 100% **does not constitute acceptance** and **does not constitute grounds for commencing work**.

3.3. Payment of the invoice means that the Client **has reviewed and fully agrees** with all the terms of this Offer.

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### **4. "Social Presence & Content" Services**

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#### **4.1. Nature of the Services**

The Services include social media management and content creation. The Company **does not guarantee and is not liable** for results on social media (reach, audience growth, followers, engagement), nor for leads or sales (see Section 8).

#### **4.2. Commencement of Work**

After receiving **100% prepayment**, the Company contacts the Client privately and agrees on the date of filming and/or the work schedule.

#### **4.3. Organization of Filming**

Filming is conducted in one of two formats. The filming date is scheduled and agreed **privately after 100% prepayment**.

**4.3.1. Without an on-site team (remotely).** The Company sends the Client filming instructions and a clear script, which the Client films independently. Additional scripts are provided **privately**, on terms to be agreed and at **tariffs agreed in advance**.

**4.3.2. With an on-site team.** The Company travels to the filming location. The Client **additionally, on top of the tariff cost, covers the Contractor's transportation expenses as agreed**.

**4.3.3. Extraordinary filming.** The Client is entitled to order extraordinary (additional) filming. In this case, **on top of the tariff cost**, the Client pays for:

- the Contractor's transportation expenses;
- the time expended and filming time at a separately agreed tariff — **according to the issued invoice and the current tariffs on the website.**

The minimum duration of filming is **2.5 hours**.

**4.3.4.** If, for any reason, the Company's team is unable to travel to the filming location, the Company sends the Client scripts for independent filming. On-site travel is a **right, not an obligation** of the Company.

#### **4.4. Source Materials (Filming Methodologies)**

4.4.1. The Company films and processes material **according to its own methodologies**. Links to source materials are **not provided to the Client by default**.

4.4.2. Source materials may be transferred to the Client **only upon separate request and on a paid basis** — calculated per filming time **at a separately agreed tariff**.

4.4.3. The Company is entitled to **fully refuse** to transfer source materials if it considers such transfer impossible or irrelevant, or if the materials contain the specific features and working methodologies of the Company that constitute its **confidential property**. The Company also **reserves the right** to transfer or provide such materials **for a separate fee as agreed**.

#### **4.5. Deadlines and Scope**

4.5.1. Deadlines are agreed with the Client **privately**. The approximate deadline is **seven business days** after receiving or filming the material.

#### **4.6. Access, Publication, and Confidentiality**

4.6.1. If the Client **does not provide keys (access)** to their profile for publication, the Company **shall not be liable** for the publication of content or for how the material is subsequently used.

4.6.2. If the Client **provides keys (access)** to the account, all information is processed **with the utmost confidentiality**, remains within the Company, and does not go beyond its bounds.

4.6.3. The Company **does not use** the Client's statistics or personal correspondence. Any use of such data is possible **only with the Client's express permission**.

#### **4.7. Individual Tariffs**

4.7.1. By individual agreement, payment **at a reduced (individual) tariff** is possible. Individual terms (the price and the **number of content units**) are agreed by the parties and reflected in the **invoice issued by the Company for payment**. Separate written signing is not required: **the Client's payment of the issued invoice means**

**that both parties have accepted and confirmed the individual terms.**

#### **4.8. Automatic Subscription Renewal**

4.8.1. The Social Presence & Content services are provided in the form of a monthly **digital subscription (management)**.

4.8.2. **The subscription renews automatically** for the following month unless the Client **has cancelled it in writing** (including via the Company's email) **no later than 14 (fourteen) days before the end of the paid period**. If a cancellation notice is not received within the specified period, the Client **remains subscribed by default** for the following period and is **obligated to pay for it**. Upon renewal, the Client receives an invoice and is obligated to pay it **within 3 (three) banking days**.

4.8.3. In certain cases, the Company, **at its own discretion**, is entitled to continue management until payment is received (in anticipation of payment at the end of the month). In such case, the Client **retains the obligation to pay** for the corresponding period, and a corresponding debt arises. This right is not an obligation of the Company.

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## **5. "Digital Products & Platforms" Services (Websites and Platforms)**

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### **5.1. Commencement of Work**

5.1.1. Work begins **within one week** after payment by invoice and the placement of the order for a website or platform under the selected tariff.

### **5.2. Process and Deadlines**

5.2.1. Work deadlines are discussed and **fixed during a video call or in-person meeting, privately**. **Payment of the invoice means the Client's acceptance of the agreed terms**.

5.2.2. Standard order of work:

1. The Client sends payment;
2. The parties hold a call or in-person meeting at which the scope of work on the website is approved;
3. The Client transfers to the Company all necessary materials;
4. Based on the materials, the Company provides a finished prototype;
5. During the **first week after delivery** of the website, the Company remains available and accepts the Client's revisions.

### **5.3. Delays on the Client's Side**

5.3.1. If a delay arises on the Client's side (untimely submission of materials, failure to confirm calls, ignoring communication), the Company is entitled to **set its own deadlines** for completing the work.

5.3.2. In the event of insufficient communication on the Client's side, the Company is entitled to **publish the website on the Internet** (including on a **keyscalelab.com subdomain**), and in this case the project is **deemed delivered**.

#### **5.4. Maintenance in Case of Non-Acceptance of the Website**

5.4.1. If the Client **does not accept the website** after delivery and/or does not respond, then **upon expiry of the week allotted for revisions** (clause 5.2.2), a monthly fee is charged for the maintenance and upkeep of the platform **according to the current tariff specified in the issued invoice**, until the Client accepts the website.

#### **5.5. Delivery of Work and Transfer of Rights**

5.5.1. The work is deemed **delivered** at the moment the code is officially placed in the **GitHub** repository (private repository).

5.5.2. After **full payment**, the rights to the website/code **pass into the Client's ownership**; the Company transfers access to the repository to the Client.

#### **5.6. Confidentiality**

5.6.1. Within the scope of website work, all Client data is deemed **strictly confidential** and does not go beyond the bounds of the Company.

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## **6. Cost and Payment Procedure**

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6.1. The cost of the Services is determined by the **current tariffs published on the KeyScaleLab.com website** and is specified in the **invoice issued to the Client**. All prices are calculated in **euros (EUR)**.

6.1.1. The Company is entitled to change the tariffs. The current cost of the Services is fixed in the invoice issued to the Client and/or in the current edition of the tariffs on the website. **Payment of the invoice means the Client's acceptance of the cost specified therein.**

6.2. **All bank and payment fees** are paid by the **Client**.

6.3. Work in any area begins only after payment is received in accordance with this Offer.

6.4. The Client is obligated to pay the issued invoice (for additional services, debt, etc.) **within 7 (seven) days**, unless a different period is expressly established by this Offer (in particular, clause 4.8.2). In the event of **non-receipt of payment within the established period**, the Company is entitled to **suspend the provision of Services** until the debt is fully repaid; the Client's obligation to pay for the corresponding period is retained in this case.

## 7. No Refunds

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7.1. By paying the invoice, the Client **expressly agrees** that the Company commences the provision of Services (the creation of digital content / performance of work) **immediately** after payment.

7.2. The Company's Services are a **digital product / digital services**. The Company incurs costs immediately after payment (including remuneration of the team). For this reason, **no refund of paid funds is made** — neither in the Social Presence & Content area nor in the Digital Products & Platforms area.

7.3. The Client confirms that it has reviewed the digital and individual nature of the Services and the no-refund policy prior to payment, and **agrees to the commencement of performance immediately after payment**, thereby **losing the right of withdrawal (refund)** with respect to digital content and services the performance of which has commenced.

7.4. The Services are of an **individual nature** and are created **for a specific Client** (personalized content, custom development). Such work results are classified as products **made to individual order** and are **non-refundable** in accordance with the applicable exceptions for personalized goods and services.

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## 8. Disclaimer of Result Guarantees

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8.1. The Company **is not a marketing agency** and does not provide KPI-based lead generation services.

8.2. The Company **does not guarantee and is not liable** for:

- results on social media (reach, audience growth, number of followers, engagement);
- the quantity or quality of leads, inquiries, and sales, including via the website.

8.3. Liability for untimely launch or failure to meet deadlines caused by the Client's acts/omissions (delay of materials, ignoring communication, failure to confirm calls, etc.) rests **with the Client**, not the Company.

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## 9. Client's Obligations and Warranties

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9.1. The Client undertakes to provide the Company in a timely manner with accurate materials, access, and feedback necessary for the provision of the Services, as well as to comply with the agreed deadlines and communication procedures.

9.2. The Client **warrants** that all materials it transfers to the Company (texts, images, videos, logos, trademarks, and other objects) **do not infringe the rights of third parties** (including copyright, related rights, and rights to means of individualization)

and do not contravene applicable law.

9.3. The Client **shall indemnify the Company** for any losses, expenses, and justified claims of third parties arising as a result of the use of materials provided by the Client or the Client's breach of the warranties specified in clause 9.2.

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## 10. Limitation of Liability

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10.1. The Services are provided on an "as is" basis. The Company does not guarantee the achievement of any commercial or marketing results (see Section 8).

10.2. The Company's aggregate liability under this Offer is **limited to the amount actually paid by the Client** for the Services in connection with which the claim arose.

10.3. The Company **shall not be liable** for indirect losses, lost profits, loss of data, or damage to business reputation.

10.4. The Company is not liable for delays and non-performance caused by the acts/omissions of the Client or third parties (social media platforms, payment and hosting providers, etc.).

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## 11. Intellectual Property

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11.1. The rights to the work results (content, website, code) pass to the Client **after full payment** for the corresponding Services.

11.2. The Company's filming methodologies, internal know-how, and source materials are its **confidential property** and are transferred to the Client only on the terms of clause 4.4.

11.3. The Company's pre-existing know-how (previously created code, libraries, templates, fonts, tools), as well as third-party components and stock materials, **do not pass into the ownership** of the Client, but are provided to it on the terms of a **non-exclusive license** for use within the scope of the corresponding work result.

11.4. The Company **is entitled to use** the results of the work performed (content, websites, case studies) in its **portfolio and in promotional materials**.

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## 12. Confidentiality and Data Processing

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12.1. The parties undertake to maintain the confidentiality of data obtained in the course of performing the agreement **for the term of the agreement and for 3 (three) years after its termination**.

12.2. The Company processes the Client's personal data solely for the purposes of providing the Services. For Clients from the EU, processing is carried out subject to the requirements of GDPR.

12.3. The Company does not transfer the Client's data to third parties, except in cases necessary for the provision of the Services or provided for by law.

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## 13. Amendment of the Offer

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13.1. The Company is entitled to unilaterally amend the terms of this Offer by publishing a new edition. The edition in effect at the time of payment applies to agreements already concluded (paid).

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## 14. Force Majeure

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14.1. The parties are released from liability for non-performance of obligations if it is caused by force majeure circumstances that the parties could not have foreseen or prevented.

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## 15. Claims and Dispute Resolution

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15.1. Any complaints and inquiries are handled **privately** and conducted via the Company's email: **info@fintechme.pro**.

15.2. The parties shall endeavor to settle disputes through negotiations. Failing agreement, the dispute shall be subject to resolution in accordance with the **laws of Georgia**.

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## 16. Final Provisions

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16.1. This Offer enters into force for the Client from the moment of payment of the invoice.

16.2. The **invalidity or unenforceability** of an individual provision of this Offer **shall not entail the invalidity** of its remaining provisions; the invalid provision shall be replaced by a valid one that is as close as possible in meaning and purpose.

16.3. This Offer (together with the issued invoice and the terms agreed by the parties) constitutes the **entire agreement** of the parties and supersedes all prior arrangements regarding its subject matter.

16.4. The Offer may be drawn up in Russian, English, and Georgian. In the event of a discrepancy in interpretation, the **English** language version shall prevail.

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## **17. Company Details**

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**FinTechMe LLC** (KeyScaleLab brand)

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