

## PUBLIC OFFER

This Public Offer (hereinafter referred to as the “Offer”) is an official public offer by the the FLEX-MYBODY CO., LTD., 89/4 Moo5 Bophut Koh Samui Surat Thani 84320 , Company Registration Number 0205565012731 email: Customer.support@flexmybody.com, hereinafter referred to as the “Contractor”, to enter into, with any legal entity represented by its authorized representative, or an individual entrepreneur, or an individual, hereinafter referred to as the “Customer”, an agreement for provision of services for supply of information materials in the form of training courses (hereinafter referred to as the “Agreement”), on the terms as specified in this Offer.

This Offer is addressed to an unlimited number of individuals, individual entrepreneurs, and legal entities with an appropriate legal capacity (legal personality, delictual capacity) as per legislation of the Thailand allowing them to enter into civil legal agreements for provision of services with the Contractor on the terms specified herein.

It is hereby presumed, and the Customer confirms that he/she has sufficient legal capacity (legal personality, delictual capacity) sufficient to conclude the Agreement with the Contractor for provision of training services on the terms specified herein.

Acceptance of this Offer means performance by the Customer of conclusive (actual) actions expressing his/her intention, will, and desire to enter into legal relationship with the Contractor and receive services provided by the latter. In particular, said conclusive actions include the Customer's payment for the Contractor's services in the manner established by the Offer.

Acceptance of the Offer means reading and understanding in full of all, both as a whole and individually, the terms of this Offer, as well as full,

unconditional and unreserved consent of the Customer with the provisions and requirements hereof.

From acceptance of the Offer, the Agreement between the Contractor and the Customer shall be deemed concluded and unreserved, its terms subject to mandatory execution by the Parties.

Any changes to this Offer shall be made by publishing the reworded Offer at <https://hochu-shpagat.ru> , and shall take immediate effect from such publishing.

## TERMS AND DEFINITIONS USED IN THE OFFER

For the purposes of this Offer, the following terms and definitions are used with the following meanings:

Website shall mean the Contractor's website on the Internet under the domain name (address, domain) <https://hochu-shpagat.com> , as well as its derivative web pages and/or any other web pages used to enable access to the services in accordance with the terms of this Agreement.

Contractor means the individual entrepreneur, FLEX-MYBODY CO., LTD., acting on the basis of the Company Registration Number 0205565012731 in Thailand, 89/4 Moo5 Bophut Koh Samui Surat Thani 84320, . email: [Customer.support@flexmybody.com](mailto:Customer.support@flexmybody.com), who provides and/or organizes training and online conferences as per this Offer.

Customer means any individual, or a legal entity represented by its authorized representative, or an individual entrepreneur with the required legal capacity (legal personality, delictual capacity) who intends to enter/had entered into a legal relationship with the Contractor to provide services on the terms

specified in this Agreement.

Electronic mail (E-mail) means a special service for sending and receiving electronic messages, letters, files, documents, etc. via Internet services.

Issuing Bank means a credit institution that issues Bank Cards as well as payment transaction data via such Bank Cards.

Bank Card Holder means an individual, including the Customer, giving an order to the Issuing Bank to transfer funds from the Bank Card on behalf of the Customer in favor of the Contractor

Bank Card means a payment or credit card issued by the Issuing Bank, which is an instrument of non-cash payments, intended for the Bank Card Holder to perform transactions with funds in the Bank Card Holder's bank accounts with the Issuing Bank, or with funds provided by the Issuing Bank on credit to the Bank Card Holder in accordance with the legislation and a respective agreement with the Issuing Bank, or within the established limit in accordance with the terms of a loan agreement between the Issuing Bank and the Bank Card Holder, provided that such payment or credit card can be used by the Bank Card Holder for payments for the Contractor's Services. Payments for the Contractor's Services in accordance with this Agreement may be effected using VISA International or MasterCard International Bank Cards. Issuing Banks also specify possibilities of using certain types of VISA International or MasterCard International cards.

Customer Acceptance means the Customer's unconditional consent to the terms of this Agreement.

Personal Account (Account) means a section of the Contractor's Website protected by an access control system, which provides the Customer with an interface for interacting with the Contractor under this Offer.

Event means provision of training information materials or holding online conferences on the topic indicated on the Website, depending on the service chosen by the Customer.

This Offer may use terms not defined in this Offer. In such cases, such terms shall be interpreted based on the context and meaning of this Offer.

In the absence of an unambiguous interpretation of a term in the text of the Offer, please be guided, firstly, by the interpretation of the terms used on the Website and, secondly, by legislation of the Thailand

## 1. General Provisions

### 1.1. Subject of the Offer.

1.1.1. The Customer instructs, and the Contractor undertakes to provide, for a fee, the Contractor's services for holding an Event as selected by the Customer, by providing access to information materials.

1.2. The Website includes basic information regarding the training course program and plan.

1.3. Information materials may be provided as text, audio, video and photographic materials covering the training topics selected by the Customer. The information materials shall also include tasks proposed by the Contractor with the purpose to improve the results achieved using such information.

1.4. The Services, including compilation and recording of the information materials, can be provided directly by the Contractor or by third parties involved.

1.5. Access to the information materials shall be provided to the Customer for a period according to the paid tariff. The Customer shall independently determine terms and conditions of studying the information materials and a procedure to implement the information received, and shall be solely responsible for improvement and use of such information. Upon expiry of the term of use of the information materials, access to such materials shall be automatically blocked. The Customer shall have the right to purchase access to such information materials by making a new payment on the Event's Website.

1.6. After payment for the Contractor's services is effected, the Customer shall get access to the information materials made available in the Customer's Personal Account on the Website. The scope of the information materials and the period of access thereto shall be determined in accordance with the tariff selected. The Personal Account and information materials shall be accessed via the Internet, such access arranged by the Customer independently.

1.7. The Customer can enter into this Agreement by performing an action (acceptance of the public offer), i.e. payment for participation in the Event (by clicking the "pay" button and making a money transfer to the Contractor using any of the options offered on the Website).

1.8. The cost of participation in the Event shall be indicated on the Website.

1.9. This Agreement shall be deemed concluded and shall come into force for the Parties from the date of the first payment for the services by the Customer. The Contractor offers the Customer two (2) options for payment for the services at the Customer's choice:

1.9.1. The first option: 100% prepayment.

1.9.2. The second option: recurrent payments. The Customer agrees to the automatic (non-acceptance) debiting of funds as payment for full access to information materials, as well as to pay the Contractor the cost of a trial participation period of three (3) days. The funds are automatically debited after the expiry of the trial period. After the automatic payment is received, the Customer will be provided full access to the Contractor's information materials. Twenty four (24) hours before debiting the funds, the Contractor will send a notification to the Customer's e-mail address of the upcoming debiting of the funds. Also, a reminder of the automatic debiting will be displayed in the Customer's Personal Account. The Customer, using his/her Personal Account, shall have the right to refuse to pay the cost of full access to the information materials during the trial period. Refund of the amount debited in the non-acceptance automatic manner will be possible only in accordance with clause 3.3.7. hereof.

1.9.3. A different payment procedure may be possible in accordance with terms of promotions (special offers) posted on the Website page of such offer, as well as in cases subject to additional agreement with the Contractor, or in accordance with the terms of partner banks when using borrowed funds. The date of payment shall be the date of debiting the funds from the Customer's current account, or the date the Contractor receives the funds from partner banks in case the Customer uses borrowed funds.

1.10. The Contractor does not provide educational services to official educational institutions and does not issue any certificates or licenses. The Contractor is not engaged in therapeutic or any other medical practice. The Contractor does not provide services of a gym or an aerobic room, or services of a personal trainer.

## 2. CONDITIONS FOR PARTICIPATING IN THE EVENT

2.1. To participate in the Event, the Customer must submit an Application using the form posted on the Website on the corresponding Event Page.

2.2. The Customer shall pay for services under this Agreement an amount specified by the Contractor, in any way displayed on the Website.

2.3. Payment methods are displayed on the payment page related to the services and may be altered by the Contractor. In case of payment using a Bank Card, the Customer is recommended to use a Bank Card issued in the name of the Customer. Payments will not be accepted if the Customer violates the payment requirements established by this Agreement and the legislation of the Russian Federation. In case of a refund of the money paid, such refund shall be made based on the details used in the payment transaction.

2.4. By accepting the terms of the Offer, the Customer consents, in accordance with the current legislation, to processing (hereinafter referred to as "PD Processing") by the Contractor of the information and/or personal data provided by Customer. The procedure for collecting and processing personal data is described in more detail in the Privacy Policy posted on the Website.

2.5. By paying for the services under this Agreement, the Customer confirms that he/she:

- does not have any health problems, diseases or contraindications;
- understands that the training and nutrition programs are developed without taking into account his/her individual characteristics. All programs are purely advisory by nature;
- understands that control over the correctness of physical exercises is performed by the Customer;
- has at his/her disposal equipment allowing him/her to use the Internet and reproduce the Contractor's information materials.

2.6. After payment for the Contractor's services, the automatically generated password for the Personal Account shall be sent to the Customer's e-mail address. For Login, please use the phone number specified during registration.

### 3. Rights and obligations of the Parties

3.1. The Contractor shall:

3.1.1. Complete all the work on organizing the Event to provide access to the Customer's Personal Account and to respective video files or online broadcasts.

3.1.2. If necessary, take measures to notify the Customer about commencement of the respective Event (by sending a message to the e-mail address specified during registration).

3.1.3. Provide necessary information about the Event. The information shall be posted at the Event Page of the Contractor's Website.

3.1.4. Provide advisory support regarding the supplied information materials, the procedure and rules for filling out the Application via [Customer.support@flexmybody.com](mailto:Customer.support@flexmybody.com)

3.1.5. In case of a change in the conditions for providing access to information materials, notify the Customer at least three (3) calendar days before such changes come into effect.

3.1.6. The Contractor's obligations shall be deemed fully discharged upon the Contractor's provision of full access to the information materials of the Event.

3.2. The Contractor shall have the right to:

3.2.1. Conduct photo and video filming of the process of using and implementing the information materials by the Customer, and use the materials obtained during such photo and video filming at the Contractor's own discretion without agreement with the Customer and without paying a remuneration to the latter. The Contractor shall own the intellectual rights in such materials, the use of which by third parties may be possible only with the Contractor's written permission.



3.2.2. The Parties hereby agree that the Contractor shall have the right to change the cost of services, as well as other terms of this Agreement. The Contractor shall notify the Customer of such changes by posting information at the Event Page of the Contractor's Website, and the Customer shall familiarize himself/herself with such changes. Notification of the change shall be effected by sending an appropriate letter to the contact e-mail or by a phone call, or by sending an SMS to the contact phone number specified by the Customer, or by sending a personal message from the Event's social network account. Changes in other terms shall also be notified by posting at the Event Page of the Website. Information about any changes shall be published no later than three (3) days before such changes come into effect.

3.2.3. Develop, amend the program of the Event, determine the number and list of speakers at the Event, and the format of the Event.

3.2.4. In case of failure to pay (incomplete payment of) the cost of the services within the required time frame, in case of failure to timely provide data for filling out the Application, or if false data are submitted when filling out the Application, this Agreement shall not be deemed concluded. The Contractor shall have the right to suspend provision of the services until the cause for such suspension is eliminated.

3.2.5. The Contractor shall have the right to use, for advertising purposes, photo, video, audio materials, screenshots, correspondence and reviews, which depict the results achieved by the training course participants. The Contractor guarantees, and the Customer agrees that all materials will be used without mentioning names or showing images of faces. Such materials may be demonstrated via any means available to the Contractor. By paying the cost of the training course, the Customer gives his/her consent to use the materials mentioned in this paragraph.

3.2.6. The Contractor shall have the right to refuse to conduct the training course for the Customer without explaining the reasons for such refusal. In this case, the money paid, if any, shall be returned to the Customer less the

cost of the services actually provided, such cost to be determined in proportion to the obligations performed by the Contractor.

### 3.3. The Customer shall:

3.3.1. Independently and timely familiarize himself/herself with the information materials and the recommended date, time, and conditions of the Event, prior to filling out the Application, as well as with changes in such conditions and with the current version of the Agreement upon every visit to the Website after acceptance of the Offer. The Customer is hereby notified by the Contractor of the Customer's obligation to provide accurate data about his/her age, personal data required for the Event, and health status when filling out the Application for participation in the Event and/or when the Contractor requests such participation in any other manner, as well as to comply with security requirements bearing in mind that the training program is developed based on said information. Responsibility for the consequences due to provision of false information by the Customer lies entirely with the Customer.

3.3.2. Make an Application for participation in an Event by filling in the required fields (in accordance with clauses 2.1, 2.2 of this Agreement) on the Application page by selecting the Event and entering correct information.

3.3.3. Pay for the selected Event on the terms applicable to that Event at the time of payment. The current terms and costs, as well as information about promotions (special offers) are posted on the Website and/or its subdomains, including the Event Page.

3.3.4. The Customer shall be notified of the phased transition to a healthy lifestyle and shall comply with the evaluation criteria for the participants of the Event. Fulfillment by the Customer of the Contractor's requirements regarding recommendations, reporting and compliance with the rules when performing certain exercises shall predetermine the possibility of continuing the training. Decisions as to the Customer's compliance or non-compliance with the criteria for continuing to participate in the Event, as well as the decision on the

possibility or impossibility of continuing the Customer's participation in the Event shall be made by the Contractor.

3.3.5. Immediately notify the Contractor about any changes in his/her contact information in writing via the contact e-mail and in a personal message via the VKontakte social network to the Contractor's account.

3.3.6. In writing (including by means of the contact e-mail), by sending to the Contractor an appropriate, duly completed application (the template will be made available by the Contractor upon request from the Customer), notify the Contractor of refusal to participate in the Event. Requesting the application template is the responsibility of the Customer. In all cases of refusal to participate in an Event, the Customer shall provide a written application to the Contractor. Without such application, the Contractor will not be able to return the funds.

3.3.7. The money paid by the Customer will be refunded by the Contractor in full, only subject to refusal by the Customer to access the information materials before such access is provided, or within 24 hours from provision of such access to the information materials. If the Customer notifies the Contractor of such refusal after expiry of the above period, the money paid shall not be refunded (100% withholding).

3.3.8. In any case of the Customer's refusal to access the information materials, the Customer's access to the information materials shall be denied completely. In addition, the Contractor shall have the right to require the Customer to reimburse the actual expenses of the Contractor, including all charges of payment systems applied when transferring funds to and from the Contractor's accounts.

3.3.9. When implementing and using information materials, the Customer shall take into account his/her physical, psychological and physiological characteristics, his/her state of health, as well as other individual characteristics of his/her organism. Before implementation and use of the information materials of the Event, and, subject to the physical condition of

the Customer, during the Event, the Customer undertakes to consult with his/her attending physician and/or other medical specialists.

3.4. The Customer shall have the right to:

3.4.1. Require the Contractor to comply with the terms of this Agreement.

3.4.2. Within 72 hours from commencement of the Event, refuse to participate in the Event and get full refund of the money less the banking aggregators' commission fees.

#### 4. LIABILITY OF THE PARTIES

4.1. In cases of the Customer's failure to fulfill or improper fulfillment of the obligations hereunder, the Customer shall be liable in accordance with the legislation of the Russian Federation, taking into account the terms hereof. The responsibility of the Contractor shall be limited as per Article 15 of the Civil Code of the Russian Federation and shall not exceed the cost of the service.

4.2. The Contractor shall not be held liable for improper performance of the services, if such improper performance results from inaccuracy, lack or late submission of information by the Customer or other violations by the Customer of the terms hereof.

4.3. The Contractor shall not be responsible for any discrepancy of the services provided with the expectations of the Customer and/or for the latter's subjective assessment, and such discrepancies with the expectations and/or negative subjective assessment shall not be grounds for the services to be deemed rendered poorly or not in accordance with the agreed scope.

4.4. The Contractor shall be exempt from liability for full or partial failure to fulfill the obligations under this Agreement, provided that such failure results from force majeure arising after the entry into this Agreement, due to

extraordinary events which the Parties could neither foresee nor prevent by reasonable measures.

4.5. The Customer shall specify correct data when filling out the Application (re-submitting the Application to a third party). The Contractor shall have the right to refuse participation of a person in the Event if such person is not in the list of participants. The final list of participants shall be formed by the Contractor two (2) working days before commencement of the Event.

4.6. If the Customer, for reasons beyond control of the Contractor, did not use access to the information materials, did not complete the tasks recommended by the Contractor, or did not notify the Contractor about the Customer's desire to refuse receiving the services within the time frame specified in clause 3.3.7 of this Agreement, or made such notification after the end of the Event, the service shall be deemed properly provided, and the money paid to the Contractor shall not be refundable.

4.7 The Contractor shall not be responsible for the results achieved by the Customer during and after the use of the information materials. All results depend on the individual's physical fitness and characteristics of the Customer's body, as well as on the proper implementation of all instructions and recommendations received during the Event.

4.8 The Customer shall bear sole responsibility for his/her state of health and consequences of improper execution of clause 3.3.9 hereof.

4.9. The Contractor shall not be responsible for changes in the state of health (both physical and psychological) of the Customer before, during and after the end of the Event. The Customer accepts that the recommendations of the Contractor and third parties as part of the Event are only advisory by nature. The Customer assumes all responsibility for decisions and actions based on the proposed recommendations as well as the consequences of such decisions and actions.

4.10. Non-constructive criticism of information materials from the Customer shall not be allowed, including rude condemnation of the actions of the

Contractor and the Trainers using profanity, both in personal and public communication. The interaction of the Trainer, the Contractor, and the Customer shall be based on mutual respect. In case of violation of this clause, the Contractor shall have the right to deny the Customer access to information materials without refunding any remuneration, as well as to terminate this Agreement unilaterally.

4.11. Access to video files or online broadcasts shall be provided exclusively for personal viewing. Distribution to third parties without obtaining prior consent of the Contractor, duplicating, copying or recording shall entail a fine of 500,000 (five hundred thousand) batt for each violation.

4.12. The use of the participant's Personal Account by several persons shall entail blocking of the Account and entitle the Contractor to require a fine to be paid by the Customer in the amount specified in clause 4.11 hereof. The Customer shall be obliged to comply with such requirement.

## 5. DISPUTE RESOLUTION

5.1. All disputes and disagreements arising from performance of this Agreement shall be resolved by the Parties through negotiations.

5.2. If the Parties fail to reach an agreement, all disputes shall be subject to resolution by a court in accordance with legislation of the Thailand within the Contractor's jurisdiction.

## 6. RESULTS OF INTELLECTUAL EFFORT

6.1. All materials provided by the Contractor to the Customer in the process of organizing, compiling and use of the information materials (including, but not limited to, methods, descriptions, exercises (both in combination and separately), the procedure for measuring and recording of the results

achieved, etc.), as well as the results of photo and video filming received by the Contractor during the Event, the results of intellectual effort by the Contractor and its partners subject to exclusive copyright, including those related to copyright, shall be property of the Contractor or its partners. All materials provided by the Contractor to the Customer in the course of the Event (including, but not limited to, methods, descriptions, exercises (both in combination and separately), the procedure for measuring and recording of the results achieved, etc.) are intended only for the Customer. The Customer shall have no right to publicly copy, quote, publish his/her performance or transfer such information to third parties for use.

6.2. The Customer shall have no right to copy audio and video materials of the Contractor's Events broadcasted online, in whole or in part, to record the broadcasts of the Events, or to record the content of such Events in whole or in part in any way and/or on any physical media, or to use the content of the specified Activities without the Contractor's written consent (including by public copying or quoting and publishing of the process of performing the exercises and techniques included in the Event), which will be considered a violation of the Contractor's exclusive right and shall entail civil, administrative and other liability in accordance with the current legislation of the Thailand . In cases of wrongful copying or distribution of the results of intellectual effort, the Contractor shall have the right to terminate provision of the service unilaterally without refund of the remuneration received.

## 7. MISCELLANEOUS

7.1. This Agreement shall be valid until the Parties fulfill all of their obligations.

7.2. Registration by the Customer of his/her Application filled out on the Contractor's Website, shall be an integral part of this Agreement.

7.3. By entering into this Agreement, the Customer consents to the use of information about himself/herself, his/her relationship with the Contractor,

his/her personal data, information about his/her business and income submitted to the Contractor as part of execution hereof, publication of materials upon receipt of the services from the Contractor via mass media such as television, radio, on the Internet, print media, social networks, as well as publication of such materials on the official Website and in social resources of the Contractor.

7.4. By entering into this Agreement, the Customer agrees for use of his/her image in the results of intellectual effort. If the Customer is not willing to grant the right to use his/his image, he/she shall notify the Contractor in writing via [Customer.support@flexmybody.com](mailto:Customer.support@flexmybody.com)

7.5. As to any and all matters not provided for herein, the Parties shall be governed by the current legislation of Thailand.

7.6. The Customer confirms that all terms of this Agreement are clear to him/her, and he/she accepts them unconditionally and fully.

7.7. This Agreement may be amended unilaterally by the Contractor. In case of amendments, the Contractor shall notify the Customer three (3) days before such amendments come into effect, by sending an information letter by any communication method available, or by publishing such information letter at <http://hochu-shpagat.com/>. In case of the Customer's non-acceptance of the amended Agreement, the Customer shall inform the Contractor of such non-acceptance within three (3) days from publication of information about the amendments to the terms of the Agreement in writing at [Customer.support@flexmybody.com](mailto:Customer.support@flexmybody.com). If no message of non-acceptance of the amended Agreement is received by the Contractor within three (3) days of said notification, the Agreement shall be unilaterally deemed amended. The lack of message from the Customer shall be considered as agreement with the amendments and full acceptance of the such amendments.



8. CONTRACTOR:

FLEX-MYBODY CO., LTD.

89/4 Moo5 Bophut Koh Samui Surat Thani 84320

Company Registration Number 0205565012731

email: [Customer.support@flexmybody.com](mailto:Customer.support@flexmybody.com)

Event Account: <https://www.instagram.com/flex.mybody>

[https://t.me/flex\\_mybody](https://t.me/flex_mybody)

Telephone - 0653769231