Public Offer Agreement on the Terms of Delivery and Payment for Goods and Services on Polytsya.com

Delivery and payment

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1 General provisions

1.1 **ALVER TRADE** Limited Liability Company, EDRPOU code **38272138**, represented by its Director Yevhen Prokopets, acting on the basis of the Charter (hereinafter — the **"Operator"**), offers individuals, individual entrepreneurs (FOP) and legal entities (hereinafter — the **"Users"**) to enter into this Public Offer Agreement on the procedure for delivery, payment, receipt of goods and settlements when using the **Polytsya.com** online platform (hereinafter — the **"Agreement"**).

1.2 This Agreement sets out the terms of payment and delivery for goods of the Polytsya own online store and of independent Sellers of the marketplace, as well as the use of the Platform by Sellers who independently sell goods, perform work or provide services.

1.3 The parties to this Agreement are the Operator, on the one part, and the User who has duly accepted its terms, on the other part. The Agreement governs relations concerning the use of the Platform, as well as the terms of delivery and payment in cases where the Operator is the Seller or the relevant terms are incorporated into the contract between the Buyer and an Independent Seller.

1.4 This Agreement applies together with the Public Offer Agreement on the Use of Polytsya.com, the Public Offer of Sale, the Returns Policy, the Privacy Policy and the special terms for Sellers.

1.5 In the event of a conflict between the provisions of this Agreement and the mandatory requirements of the legislation of Ukraine, the relevant provisions of legislation shall apply.

2 Definitions of the parties and sales models

2.1 **Platform Operator -** ALVER TRADE LLC, which ensures the operation of Polytsya.com and provides digital, informational, organisational and other services provided for by the agreement.

2.2 **Own Store Seller -** ALVER TRADE LLC when, in its own name, it sells its own goods through the Platform, accepts payment and performs the obligations of the Seller.

2.3 **Independent Seller -** a legal entity or an individual entrepreneur (FOP) that sells goods or provides services in its own name through the Platform.

2.4 **Seller as a Platform User** - an Independent Seller that has entered into an offer agreement with the Operator on the use of Polytsya.com, has obtained access to the relevant functions and independently carries on business activity.

2.5 **Buyer** - an individual or legal entity that places an order and/or enters into a contract with the relevant Seller.

2.6 **Carrier** - an independent business entity that carries out the transportation, delivery, storage or handover of shipments in accordance with its own rules and the contracts it has concluded.

2.7 **Payment Service** - a bank, payment institution or other duly authorised payment service provider that ensures the execution of the relevant payment transactions.

2.8 **Direct Sale** - the sale of goods or services by an Independent Seller using the informational and trading capabilities of Polytsya.com, in which the contract with the Buyer is concluded directly by the Seller.

2.9 The Seller's legal entity, its details and the applicable terms of sale are specified in the product card, the information about the Seller and/or the order confirmation.

3 Acceptance of the terms of the Agreement

3.1 Acceptance of this Agreement by the Buyer is the placing and confirmation of an order after having been given the opportunity to review its terms, provided that the significance of the relevant action as acceptance is clearly indicated on the Platform.

3.2 For an Independent Seller, acceptance is made by electronic confirmation of the terms upon registration or upon conclusion of the relevant agreement with the Operator.

3.3 After the Seller has duly acceded, the listing of goods, acceptance of orders, use of the delivery and payment functions and subscription to paid packages constitute actions performing the agreed terms of cooperation.

3.4 The Agreement enters into force for the relevant User from the moment of due acceptance in accordance with the Law of Ukraine "On Electronic Commerce".

3.5 The Operator has the right to store electronic confirmations of acceptance of the Agreement, the history of orders, payments and status changes, and other data necessary for the performance of contracts and the protection of the rights of the parties.

4 General terms of payment for goods and services

4.1 Payment for goods and services on Polytsya.com is made in hryvnia by the methods available for the specific order.

4.2 Depending on the Seller, the product category and the actual capabilities of the Platform, the following may apply:

- Online payment by bank card through a payment service.
- Payment on receipt through the Carrier or its payment partner.
- Bank transfer to the account of the relevant Seller.
- Other lawful payment methods available and agreed when placing the order.

4.3 The available payment methods, the final price of the goods, the delivery cost and mandatory additional charges are communicated to the Buyer before the order is confirmed.

4.4 The Operator has the right to determine the availability of particular payment methods depending on technical capabilities, the terms of payment partners, the product category, legal restrictions and reasonable fraud risks.

4.5 The use of payment systems, banks, mobile applications and other integrated services does not mean that the Operator itself provides the relevant payment or other services of third parties.

4.6 The Operator is not liable for the independent actions, technical failures or breaches of obligations of banks and payment services, except where the Operator's liability arises from its own obligations or is expressly provided for by the legislation of Ukraine.

4.7 The obligation to duly process settlements, carry out fiscalisation and provide the Buyer with a settlement document rests with the relevant Seller in accordance with the legislation of Ukraine. The involvement of a payment service does not release the Seller from its own obligations.

5 Prices and changes in cost

5.1 Prices of goods and services are set by the relevant Seller independently in compliance with the legislation of Ukraine.

5.2 The Operator is not liable for the pricing of Independent Sellers or their independent commercial decisions, except where otherwise established by law or by contract.

5.3 In the event of changes in the exchange rate, inflation, purchase cost, transport tariffs, unavailability of the goods or other circumstances affecting the fulfilment of the order, the Seller may offer the Buyer a change in price, a change in the fulfilment period, an alternative product or termination of the contract.

5.4 After the contract has been concluded, a change in the agreed price is permitted only in the cases and on the terms established by law or by contract. The Buyer is not obliged to accept a new price if there are no grounds for its mandatory application.

5.5 Unavailability of the goods or a material change in their cost does not in itself release the Seller from obligations that have already arisen. Matters of performance, amendment or termination of the contract are resolved in accordance with legislation.

5.6 In the event of lawful termination of the contract, funds received are refunded in accordance with the terms established by law and agreed by the parties.

6 General terms of delivery

6.1 Delivery is carried out within the territory of Ukraine in accordance with the available logistics capabilities, the agreed delivery method and the rules of the relevant Carrier.

6.2 Depending on the product and the Seller, the following may be offered:

- Delivery to a branch of a postal or logistics operator.

- Delivery to a parcel locker.
- Courier delivery.
- Self-pickup from an agreed pickup point or warehouse.
- Specialised delivery of oversized, heavy and other non-standard cargo.
- Delivery by the transport of the Seller or of a Carrier engaged by it.

6.3 The specific delivery methods are determined when the order is placed. The Operator does not guarantee the availability of all types of delivery for every product, locality or Seller.

6.4 The delivery cost is determined taking into account the Carrier's tariffs, weight, dimensions, route, nature of the cargo, method of receipt and additional services.

6.5 A delivery cost that can be determined before the contract is concluded is communicated to the Buyer before the order is confirmed. If an exact calculation objectively requires additional data, the Seller communicates the procedure for determining it and agrees the final terms in accordance with the law.

6.6 If "Free delivery" is indicated on the Platform, no separate delivery charge is made within the stated conditions. Additional services not covered by such an offer are payable only if duly agreed.

6.7 Dispatch and delivery periods are indicated when the order is placed or are agreed by the parties. The Carrier's estimated delivery periods may change for reasons beyond the Seller's control, without releasing the parties from the obligations established by law.

6.8 The storage period of a shipment, the procedure for redelivery and redirection, and the Carrier's additional tariffs are determined by its rules and the terms of the specific shipment.

7 Sale and delivery of Polytsya's own goods https://polytsya.com/

7.1 If ALVER TRADE LLC is indicated as the Seller of a product, the Operator simultaneously acts as the Seller and independently bears obligations to the Buyer under the sale contract.

7.2 Own goods may be paid for through the payment services available on the Platform, by cash on delivery or against an invoice of ALVER TRADE LLC.

7.3 Own goods are dispatched by the Operator from its warehouses, or through engaged suppliers or logistics partners, in compliance with the terms of the sale contract.

7.4 The Operator has the right to engage third parties for the storage, picking, packing, dispatch and delivery of its own goods. Such engagement does not terminate its obligations to the Buyer as the Seller.

7.5 In the event of actual unavailability of the goods, material obstacles to supply or a change in circumstances, the Operator may offer a different fulfilment period, an alternative product or proper termination of the contract with settlement of payments in accordance with legislation.

7.6 The Operator has the right to check orders for signs of being fictitious, false contact details, unauthorised payments and other reasonable indications of abuse.

7.7 In the cases provided for by the contract and legislation, the Operator may offer the Buyer another available payment method or additional confirmation of the order.

7.8 Returns, exchanges, warranty service and the handling of claims concerning own goods are carried out directly by ALVER TRADE LLC in accordance with the law and the Returns Policy.

8 Sales by independent sellers through the marketplace https://polytsya.com/

8.1 If a product is sold by an Independent Seller, the sale contract is concluded between the relevant Seller and the Buyer.

8.2 The Platform may provide for the listing of goods, the placing of orders, the transfer of information to the Seller, integration with payment services and the display of delivery statuses.

8.3 The recipient of funds and the payment procedure are determined by the relevant sales scheme, the terms of the payment service and the information provided to the Buyer.

8.4 The Independent Seller is independently responsible for confirming the order, the availability of the goods, picking, packing, handover to the Carrier, the correctness of accompanying documents and the performance of obligations to the Buyer.

8.5 Costs of delivery, packing, cash on delivery, money transfers, returns and other logistics operations are allocated in accordance with legislation and the agreed terms of the order.

8.6 The Operator does not become a Carrier, warehouse operator, guarantor of delivery or party to the sale contract of an Independent Seller merely as a result of the technical processing of an order on the Platform.

8.7 The Operator bears no liability for an Independent Seller's own failure to perform its contractual obligations, except where otherwise follows from the law or from the Operator's own obligations.

8.8 Where a Seller breaches dispatch deadlines, provides inaccurate information, systematically cancels orders or fails to comply with reasonable demands of Buyers, the Operator has the right to apply to such Seller the measures provided for by the agreement.

8.9 The listing of an offer on the Platform does not guarantee its actual availability, lawful origin or the proper fulfilment of the order by the Independent Seller. This does not exclude the Operator's obligations regarding the accuracy of information and other requirements established by law.

9 Direct sales by Sellers through https://polytsya.com

9.1 An Independent Seller may use Polytsya.com as a digital storefront, sales channel, catalogue of goods and services or customer acquisition tool in accordance with the selected tariff package.

9.2 In direct sales, the Seller acts in its own name and independently determines the terms of the contract with the Buyer within the limits of legislation.

9.3 The Seller independently organises the acceptance of payments, fiscalisation, delivery of goods, provision of services, preparation of the necessary documents, warranty service and refunds, unless otherwise expressly agreed with the Operator.

9.4 If a sale is executed directly between the Seller and the Buyer outside the Platform's payment mechanism, the Operator does not accept funds for such goods and does not ensure their refund.

9.5 The Seller must inform the Buyer in advance of the name or full name of the proper business entity, the price, the terms of payment, delivery and returns, and other mandatory information.

9.6 The use of a paid tariff package does not create between the Operator and the Seller any relationship of joint business activity, agency, suretyship or guarantee of payments, unless such relationship is expressly established by a separate agreement.

9.7 The Operator does not guarantee the Seller any particular number of orders, payments, profit, customers or commercial result.

9.8 In direct sales, the Seller bears the risks of its own commercial activity, in particular the risks of non-payment, cancellation of orders, unlawful actions of counterparties and logistics costs, within the limits of legislation and the relevant contracts.

10 Seller as a Platform User: payment of tariffs and obligations

10.1 A Seller that has acceded to Polytsya.com acts as a User of the Operator's digital services and as an independent business entity in its relations with Buyers.

10.2 One-off payments, a periodic subscription fee, commission, advertising fees and fees for additional services may be established for the use of the Platform in accordance with the agreed tariffs.

10.3 The tariff price, its validity period, the scope of services, the payment procedure and the terms of renewal and termination of access are communicated to the Seller before subscription.

10.4 The Seller must pay for the agreed services of the Operator on time. In the event of late payment, the Operator has the right to apply the consequences provided for by the agreement, in particular restriction of paid functions after due notice.

10.5 The Seller has no right, without the Operator's consent, to use the payment details of ALVER TRADE LLC as the payee details for its own goods.

10.6 If, under a specially agreed model, payment for the Seller's goods is organised through an integrated payment partner, the procedure for crediting and distributing funds, withholding the agreed fee and refunding payments is determined by the relevant contracts.

10.7 The Operator has the right to require from the Seller confirmation of dispatch of the goods, information on the consignment note, documents on fulfilment of the order, confirmation of the lawfulness of the sale and other information reasonably necessary to verify the transaction.

10.8 The Seller must independently settle reasonable claims of Buyers concerning its goods, delivery, quality, warranties and refunds of payments.

10.9 The Seller is responsible for the accuracy of information about its bank details and the lawfulness of using the selected methods of accepting payment.

10.10 The Seller has no right to use the Platform for unlawful financial transactions, fictitious sales, substitution of the payee or other unlawful actions.

10.11 In the event of material or systematic breaches, the Operator has the right, in the manner established by the agreement, to restrict functionality, suspend the listing of offers or terminate cooperation.

10.12 Termination of cooperation with the Operator at the initiative of the Seller (User) or as a result of its breach of the terms of the Agreement does not release it from fulfilling previously accepted orders, refunding Buyers, repaying debts to the Operator and other obligations. Prepayment for a tariff package is a fee for providing access to the Platform's functionality for the agreed period and, after activation of the tariff, **is not subject to refund or recalculation by reason of non-use, early withdrawal by the Seller or lawful termination of access due to the Seller's breach of the Agreement**, except in cases expressly provided for by the legislation of Ukraine or the Agreement.

11 Receipt of goods, inspection and uncollected shipments

11.1 The Buyer must provide accurate information for delivery, in particular the recipient's details, a contact number and the correct address.

11.2 The Buyer is advised, upon receipt, to check the external condition of the packaging, the completeness of the set as far as it can be inspected, and the presence of visible damage to the goods.

11.3 If damage or non-conformity is detected, it is advisable to notify the Seller and, where possible, draw up a relevant document together with the Carrier.

11.4 The absence of a report, photographs or video recording does not in itself deprive the Buyer of the rights provided for by the legislation of Ukraine.

11.5 If the Buyer has not collected the shipment within the storage period, the Carrier may return it to the sender in accordance with its own rules.

11.6 Costs related to redelivery, redirection or return of an uncollected shipment are determined according to the agreed terms and legislation. If such costs arose as a result of a proven unlawful breach of obligations by the Buyer, the Seller has the right to demand their reimbursement where there are legal grounds.

11.7 A Consumer's lawful withdrawal from a distance contract or exercise of the right to return goods is not in itself a ground for imposing penalties.

11.8 Systematic fictitious orders, provision of knowingly false data or other confirmed abuse may be a ground for additional verification and proportionate restriction of particular functions.

11.9 The risk of accidental loss of or damage to the goods and the transfer of title are determined by legislation and the sale contract. With respect to a Consumer, the relevant rules may not worsen the Consumer's position contrary to the law.

12 Refunds and payment disputes

12.1 Refunds are made by the relevant Seller on the platform in the cases, in the manner and within the periods established by legislation and the sale contract.

12.2 For Polytsya's own goods, the party responsible for proper refunds is ALVER TRADE LLC.

12.3 For goods of an Independent Seller, responsibility for satisfying the Buyer's lawful demands lies with the relevant Seller. The Operator may assist in arranging the refund through the available payment mechanisms.

12.4 Where payment is made directly to an Independent Seller or another User of the Platform, all claims for refunds, compensation for damages and performance of monetary obligations shall be brought directly against the relevant payee. **The Operator of the Polytsya Platform (https://polytsya.com) - ALVER TRADE LLC - is not obliged to refund money out of its own funds, compensate damages or perform the financial obligations of Independent Sellers and other Users**, if the Operator is not a party to the relevant transaction and unless otherwise provided for by law or a separate agreement.

12.5 A refund for a lawfully cancelled paid order is made taking into account the grounds for termination of the contract and the requirements of legislation. Unilateral withholding of arbitrary penalties from the Consumer's funds is not permitted.

12.6 In the event of suspected fraud, the Seller or the Operator may initiate a payment review through the relevant payment partner without violating the periods established by law or the rights of Users.

12.7 Payment disputes (chargebacks), refunds through the bank and other payment disputes are handled in accordance with legislation, the rules of payment systems and the contracts between the relevant participants in the transaction.

12.8 If the Operator has suffered documented losses as a result of unlawful actions of an Independent Seller, it has the right to demand compensation for them in the manner established by law.

12.9 Withholding or reserving the Seller's funds is permitted only where there is an appropriate legal and contractual ground, using a proper payment mechanism.

13 Special delivery terms

13.1 Separate terms of packing, transportation, loading, unloading and receipt may be established for oversized, heavy, fragile, dangerous or special goods.

13.2 The cost of additional logistics services, in particular lifting to a floor, the work of loaders, special transport or a repeat visit, is agreed before the relevant services are provided.

13.3 The Seller is responsible for the proper preparation of the goods for transportation, taking into account their characteristics, the requirements of legislation and the agreed terms.

13.4 The Buyer must ensure that the goods can be properly received at the agreed place and must give notice of any material access restrictions if they affect the performance of the delivery.

13.5 The Operator is not liable for additional terms of independent Carriers that it has not agreed to or assumed as a separate obligation, except in cases provided for by law.

14 Liability and protection of the Operator

14.1 The Operator is liable for the performance of its own contractual and statutory obligations in accordance with the selected sales model.

14.2 In its relations with Independent Sellers, the Operator provides digital and other agreed Platform services and does not automatically acquire the status of Seller or Carrier of their goods.

14.3 The Operator is not liable for the independent actions, omissions, business decisions and obligations of Sellers, Buyers, Carriers and payment services, except in cases of its own liability provided for by law or by contract.

14.4 The Operator may temporarily restrict the use of particular functions in the event of reasonable indications of fraud, unlawful payments, systematic breach of the terms of cooperation or threats to information security.

14.5 The Operator has the right to use electronic documents, order data, transaction logs, information from payment services, consignment notes, correspondence and other proper evidence to confirm the circumstances of the performance of contracts.

14.6 The Operator does not guarantee the absence of delays, failures or restrictions in the operation of third-party banking, payment and logistics systems, etc.

14.7 A lawful restriction of access to the Platform or termination of cooperation in the manner established by the agreement does not in itself create an obligation of the Operator to compensate the Seller for expected profit, loss of customers or other unconfirmed commercial results.

14.8 Each party is liable for damages caused by it where there are grounds provided for by legislation. This Agreement does not release the Operator from liability the limitation of which is prohibited by law.

15 Force majeure

15.1 The parties are released from liability for non-performance of obligations if they prove that such non-performance was caused by force majeure circumstances that directly made performance of the relevant obligation impossible.

15.2 Such circumstances may include military operations, emergencies, natural disasters, large-scale disruptions of transport infrastructure and other circumstances that meet the statutory criteria of force majeure.

15.3 Exchange rate fluctuations, inflation, unavailability of goods, ordinary business difficulties or increases in purchase prices are not, in themselves, automatically recognised as force majeure circumstances.

15.4 A party invoking such circumstances must substantiate their direct impact on the performance of the contract.

15.5 In the event of documented destruction, damage or loss of goods, warehouses, equipment or other property as a result of hostilities, missile and drone attacks, fires, destruction of infrastructure and other force majeure circumstances, the Operator of the Polytsya Platform (ALVER TRADE LLC) is released from liability for non-performance or improper performance of contractual obligations caused by such circumstances, including payment of fines, penalties and compensation for damages, provided that a causal link is proven.

16 Claims and dispute resolution

16.1 Claims concerning Polytsya's own goods are sent to ALVER TRADE LLC through the official communication channels.

16.2 Claims concerning goods and delivery of Independent Sellers are addressed to the relevant Seller. The Operator may assist in the settlement of disputes within the agreed functions of the Platform.

16.3 Claims concerning Platform services, tariffs, technical functionality and the performance of the Operator's obligations are addressed directly to the Operator.

16.4 The parties seek to settle disputes through negotiations. This does not limit the statutory right to apply to a court or competent state authorities.

16.5 All disputes are resolved in accordance with the legislation of Ukraine in compliance with the rules of jurisdiction.

17 Term and amendment of terms

17.1 This Agreement enters into force for the User from the moment of due acceptance.

17.2 The Operator has the right to update this Agreement in connection with changes in legislation and the development of the Platform, delivery and payment methods and interaction with partners.

17.3 Material changes to the paid terms of cooperation with Sellers are made in the manner determined by the relevant agreement and the legislation of Ukraine.

18 Operator details

Operator: ALVER TRADE LLC

EDRPOU code: 38272138

Director: Yevhen Prokopets

Bank details:

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