

PUBLIC OFFER

This Public Offer (from now on - "Offer") is designed to regulate the legal relations between the Users of the Website at AskDM.com (from now on the "Platform"), acting as the "Brand" or the "Influencer" on the one hand, and ASK DM CORPORATION and/or BUSINESS CHAIN CORP USA FLORIDA (from now on the "Performer"), which is the title owner of the Site and the intellectual property rights to any content posted on the Site, on the other hand.

As a result of the User's use of the Platform by registering on the Platform, using the Platform Services in any way, entering into any negotiations with third parties on the Platform, or posting any information, publications, leaving feedback, comments, etc. on the Platform, etc. his total and unconditional consent to the terms of this Offer.

Please read the terms of the Agreement carefully. If you disagree with any provision of this document, please immediately stop using the Platform.

The Platform Administration has the right to deny Users the Platform Services and restrict access to the Platform at any time, regardless of the reasons in the agreement/restriction and without explaining them.

1. BASIC TERMS

1.1 The terms used in this Offer shall have the following meanings:

"Executor" – Ask DM CORP (USREOU code: 44420243) and/or BUSINESS CHAIN CORP USA FLORIDA.

"User" – an individual acting as an Influencer or Brand and registering on the Platform for further use and receipt of the Executor's Services.

"Influencer" - a natural person who is a User of the Platform and posts an offer of services or provides services to the Brand(s) using the Platform. Such services include the creation of any media content (including photos, audio, video materials, and any other multimedia materials) and its subsequent posting in their accounts on the Social Network(s) by the Assignment, subject to the terms of this Offer and the rules of use of the relevant Social Network(s) (from now on - "Influencer Services").

"Brand" – an individual or legal entity that is a User of the Platform searching for a Influencer, posting Tasks, and receiving Influencer Services to promote the Brand, the Brand's goods and/or services, the Brand's intellectual activity results, etc.

"User Profile" – a unique User account that contains information about the User, including the User's Personal Information, which can be accessed via the User's e-mail address or social network account (Facebook, Google). The User receives the Platform's Services. Influencer Profile or Brand Profile means the User Profile used by the Brand or Influencer, respectively.

"Website" -- the Website located on the Internet at AskDM.com that hosts the Platform.

"Platform" – an online service that is an area for providing Influencer Marketing Services.

Brands can search for Influencers, contact Influencers, post tasks to create Influencer Media Content further, and Influencers can receive tasks and provide Services to Influencers in Brands and receive payment for them.

"Platform Administration" – the Executor and third parties engaged by it by the applicable laws of USA, which are granted all necessary access and rights to manage, moderate, administer the Platform, and provide Services to the Platform's Users.

"Social Networks" – social networks Instagram, Facebook, TikTok, YouTube, Telegram, and any others specified on the Site. The Influencer has one or more accounts connected to the Platform and used to provide the Services by the Influencer. Suppose any of the provisions regarding the use of Social Networks outlined in this Offer conflict with or differ from any of the Social Networking Rules posted on the official Social Networking Sites. In that case, the Social Networking Rules shall apply.

"Secure Transaction" – a feature of the Platform that allows mutual settlements between the Brand and the Influencer on secure terms, whereby the Brand pays monies to the Influencer as a result of the latter's provision of the Brand Services on the terms of B Year are reserved until the Influencer has entirely performed its obligations under the Agreement by providing the

Influencer Services, and are paid out only after the Brand has accepted the results of the Influencer Services provided (after the Influencer completes the Assignment).

"Platform Services" – the entire list of services provided by the Contractor to Users under the Agreement under the terms of this Offer, specified in paragraph 2.5. of this Offer.

"Assignment" – an offer to enter into an Agreement, sent by Brand via the Platform directly to Influencer or posted on the Open Assignment Exchange and accepted by Influencer due to using the functionality of the Platform.

"Agreement" -- the contractual relationship between the Brand and the Influencer. The Influencer agrees to provide the Influencer Services, and the Brand accepts such Services and pays for them by the terms of the Security Agreement.

"Content" – information content on the Site consisting of photographs, audio, video, illustrations, works of science, literature, art, and other works, including computer programs, articles, publications, designs, graphics, logos, names, reference information, and other intellectual property.

"Materials" – any information posted by a Brand or Influencer on the Platform.

1.2 Any terms used in this Offer not specified in clause 1.1. of this Offer or further in the text, understood in

their ordinary meanings, shall be interpreted based on the purposes of use of the Platform.

2. CONTRACTUAL RELATIONS

2.1 Under the terms of this Offer, the Provider and User shall enter into a Platform Services Agreement (the "Agreement"), whereby the Provider shall provide Users with access to the Platform and provide Platform Services. The User shall, subject to the terms of this Offer, accept and pay for such Platform Services under the terms and conditions outlined in this Offer.

2.2 As a result of registering on the Platform and using the Platform in any way provided by the Platform functionality, as well as by performing any other actions on the Platform or using the Platform, the User gives his total and unconditional consent to the terms of this Offer and enters into a contractual relationship with the Contractor. (concludes an Agreement). A contract between the Contractor and the User is considered to be concluded at the moment of the User's Profile creation.

2.3 The Platform is a means of communication between the Influencer and the Brand, in connection with which the Contractor does not provide any guarantees, does not verify and control the persons and actions of the Users registered on the Platform, does not assume any obligations in connection with any - any agreements of the Users, except the obligations to assist in the performance of the Security Agreement, and is not a Party to the Agreement. Any action of the Users using the Platform shall be based on the freedom of Contract as defined in Article 627 of the Civil Code of Ukraine, taking into consideration any risks and responsibilities that may arise through registering on the Platform, entering and performing the Agreements and fulfilling any other obligations or agreements through the Platform.

2.4 The Platform is not an organizer and does not contribute in any way other than by providing the Platform functionalities to conclude contractual relations between Users does not act as an agent, representative of any User, even in case there is a valid contract between the User and the Contractor at the moment of registration of that User on the Platform, and is not an interested party in the conclusion between the Blog and Brand B.

2.5 If the cost (price) of the Security Agreement exceeds the equivalent of 5 000 (five thousand) US dollars on the date of the Agreement according to the NBU official exchange rate, or if the deal is made with the User's personal manager, the Contractor, the Influencer, and the Brand shall make an agency agreement on terms individually defined by the current law in Ukraine.

2.6 The Executor undertakes to provide the following Services to the Users as a result of their registration on the Platform and using the functionality of the Platform:

2. 6.1. For Brands:

- searching for information about Influencers, viewing Influencers' Profiles, pages on Social Networks, collecting and analyzing information on the list, the cost of their provision of Services, and the results of these Services in the form of media content directly on Social Networks by the Rules of Social Networking;
- registration and placement of information about the Brand;
- acceptance of orders received from Brandy in;
- providing access to the use of a personal account;
- providing the opportunity to take part in promotions and drawings published on the Platform Website under the conditions specified on the relevant Website;
- the ability to search for Brands or Influencer by the functionality of the Platform;
- providing access to the manager developed based on the Platform;
- providing unimpeded access to the use of the Platform payment system in USA (the Platform payment system is chosen by the Contractor and may be changed without further notice to the Influencer and the Brand)
- Mutual settlements between the Influencer and the Brand according to the terms of the Security Agreement
- assisting in the resolution of disputes arising between the Influencer and the Brand on the performance of Tasks by Section 9 of this Offer;
- services in reviewing and analyzing analytical, statistical information, and other data on the performance of Influencers in Social Networks.

2. 6.2. For Influencers:

- registration and posting of information about the Influencer on the Platform, including information about the list, cost of the Influencer's Services, the Influencer's experience, and examples of the results of the Services provided by the Influencer using the functionality of the Platform, as well as in the Social Networks;
- connection of Influencers' accounts from Social Networks, uploading of analytical, statistical information, and other data on the results of Influencers' activities in Social Networks with the help of the Facebook API program;
- receipt of orders received from Influencers;
- providing access to the use of a personal account;
- providing the opportunity to take part in promotions and giveaways published on the Platform Website under the conditions specified on the relevant Site;
- the ability to search for Brands or Influencer by the functionality of the Platform;
- provision of access to messenger developed based on the Platform;
- free access to the Platform payment system in Ukraine (Platform's payment system is chosen by the Contractor and may be changed without any additional notice to the Influencer and the Brand)

- Services mentioned in paragraphs 2.6.1 and 2.6.2 of this section of the Offer could be provided as services to Influencers and Brands.

2.7 The Contractor may provide Users with other services not specified in paragraph 2.5. of this Offer, if the Platform's functionality predetermines their provision. Thus, any other services received by Users as a result of using the Platform are Services provided by the Contractor under the Agreement by the terms of this Offer.

3. ORDER OF USING THE PLATFORM

3.1 Users are obliged to use the Platform in compliance with all provisions (rules) of this Offer, any documents regulating the order of the Website usage, including «ASK DM" CORP privacy policy, posted on the Website, as well as documents specified in sub clause 6.2.4 of this Offer, which have to be complied with when making any payments through the Platform.

3.2 Any User's action infringes upon any document listed in clause 3.1. of this Offer, which has led or if the Platform Administration has reasons to believe that such action may lead to any loss, damage, costs, as well as damage to the honor, dignity, business reputation of any User,

the Contractor, the Platform Administration or the Platform itself, shall lead to the blocking of the User's Profile, denial in providing the Platform Services and any other sanctions.

3.3 Access to the Platform is allowed to Users, who

3.3.1. are at least 18 years old, unless the acquisition/granting of total civil capacity takes place before the User's 18th birthday;

3.3.2. have the civil legal capacity and total civil capacity (the ability to have rights, to assume and perform obligations and be responsible for their non-fulfillment);

3.3.3. whose legal capacity has not been restricted or recognized as incapable under the laws of Ukraine or any other applicable jurisdiction

3.3.4. have not had their User Profile previously blocked due to breaking the terms of the Agreement determined by this Offer and/or applicable laws of Ukraine.

3.4. The Website Administration reserves the right to deny any 3.6. Users are not allowed:

3.6.1 Create a User's profile on the Platform, indicating unreliable information in any form, including using the name or personal data of another person ("false profile");

3.6.2. access the Platform by entering a login and password belonging to another User;

3.6.3. try to access the profile of any User by any means, including using technical tools designed for breaking the User's login and password;

3.6.4. Post inaccurate, incomplete, and inaccurate information, as well as any intellectual property objects, the rights for which belong to third parties, without obtaining corresponding permission (license) to use them;

3.6.5. Perform mass mailings (spam) or any other actions detrimental to the Platform operation;

3.6.6. Delete any and all copyright or trademark rights notices or other intellectual property rights notices on any part of the Platform or the Content;

3.6.7. reproduce, modify, create derivative works from the use of any elements and/or parts of the Website/ Platform and/or its Content, distribute, license, sell, resell, publish, publicly reproduce, or otherwise use the Website/ Platform and/or its Content, except in cases, stipulated by this Offer;

3.6.8. run any programs or scripts for indexing, boosting (boosting) statistics, locating or performing any other data analysis on any part of the Site, or excessively burden or hinder the use of any functionality of the Site/Platform;

3.6.9. resort to reverse engineering, decompiling, disassembling the Site/Platform, or otherwise examine and/or modify the Site's programming code;

3.6.10. Perform illegal processing of personal data of the Users;

3.6.11. Post any information on the Platform, the distribution of which is prohibited by the current legislation of Ukraine, contrary to public order, public morality, which damages the honor, dignity, business reputation and violates the rights of Users, Providers, the Administration, and the Platform in any way, including any materials that may contain pornographic or obscene information, as well as any other information, which, according to the Administration of the Platform, is a threat to the users' private life.

3.6.12. Conclude any agreements and/or negotiate their conclusion, including the communication of the completion of Tasks, outside the Platform (bypassing the Platform);

3.6.13. Perform any other actions contrary to using and functioning the Platform.

4. REGISTRATION ON THE SITE

4.1 The right to use the Platform Services is granted exclusively to the users registered on the Site.

4.2 Registration of the Brand Profile: Registration of the Brand Profile is carried out by the User by filling the form posted on the Website or with the help of the User's account on social networks (Facebook and Google) as follows:

4.2.1 The registration of the Brand Profile by filling the form on the Website is done by entering the User's e-mail address, which is the User's login, and the password, after which the User receives an e-mail from the Contractor to confirm the e-mail. After confirming the e-mail, the User proceeds to the personal cabinet of the Brand to complete registration on the Platform.

4.2.2 Registration of the Brand Profile using the User's profile in the Social Networks (Facebook and Google) is done by authorization in the account (login to the account) of the Social Network (Facebook and Google) through the Platform, after which the User automatically (without additional actions on their part) proceeds to the personal cabinet of the Brand to complete registration on the Platform. As a result of registration on the Platform via Facebook, the following information will be available to the Executor: both the User's name on Facebook and the User's e-mail. Likewise, as a result of registration on the Platform via Google, the Executor will have access to the User's e-mail.

4.2.3 The User enters (edits) the information in his profile through the User's Personal profile, such as the name, type of organization, contact person (name, phone number, e-mail), and the names of the used trademarks and other objects of intellectual property rights. The forms (questionnaires) placed in the User's personal cabinet and the list of information that can be entered in these forms (questionnaires) can be changed by the Contractor at its discretion.

4.2.4 To complete the registration of the Brand Profile on the Brand Platform, it is proposed to add a business card of the Brand, which specifies the name of the company/brand; Information about the company; Company logo.

4.3. Registration of the Influencer Profile: Registration of the Influencer Profile is carried out by the User by filling the form placed on the Website or using the User's account on social networks (Facebook and Google) as follows:

4.3.1 Registration of Influencer's Profile by filling the form posted on the Site is made by entering the User's e-mail address, which is the User's login, and a password, after which the User receives an e-mail from the Contractor on the need to confirm the e-mail. After confirming the e-mail, the User goes to the personal office of the Influencer to complete their registration on the Platform.

4.3.2 Registration of a Influencer's Profile with a User's profile in Social Networks (Facebook and Google) is done by authorization in the account (login to the account) of a Social Network (Facebook and Google) via the Platform, after which the User automatically (without additional actions on their part) proceeds to a personal office of Influencer to complete registration on the Platform. As a result of registration on the Platform via

Facebook, the following information will be available to the Executor: both the User's name on Facebook and the User's e-mail. As a result of registration on the Platform via Google, the Executor will have access to the User's e-mail.

4.3.3 To complete the registration of Influencer Profile on the Platform, the User is requested to perform the following actions:

- Create a business card. The User is invited to click on the reply button to create a business card.
 - Connect Instagram account. Connecting an Instagram account is done through a particular application called "Facebook API," and the Platform receives the following information to create a business card for the Influencer: e-mail address; access to an Instagram account and Instagram account postings; access to data available through "Insights" function; pages from the Social Network managed by the Influencer; Content from the Social Network pages. The Influencer may connect to an Instagram business account exclusively.
 - Connect a YouTube account. Connecting the account from the YouTube Social Network is done using a particular application, "YouTube API Client," which results in the Platform receiving YouTube Analytics data from his channel in the YouTube Social Network for subsequent display of data in the Influencer's business card for Brands registered on the Platform. Connecting the account from the YouTube Social Network means the Influencer's consent to display such data to the Brands registered on the Platform. The Influencer may revoke its consent for the YouTube API Client application to receive data. The "YouTube API Client" application is designed to comply with the YouTube API Services Terms of Service.
- Add a phone number in the "My data" in the User's personal office (Influencer).

4.3.4 Upon completing all actions specified in Sub-clause 4.4.3 of this Offer, an Influencer's Profile is deemed

registered, after which the Influencer's Website will be available for viewing by Brands.

4.4 Registration of a User's Profile is made using one e-mail address. Therefore, it is not allowed to re-register

a new User's Profile on the Platform by using e-mail addresses used on the Platform.

4.5 It is a prerequisite for concluding Agreements using the Platform that the User's bank card details (both by the Brand and the Influencer) must be entered into the User's personal account. The bank card details shall be entered (entered) by the User on a particular page, which the STRYPE payment service shall process (from now on - "STRYPE"). Further storage and processing of information on payment cards of the Users are made with the help of STRYPE. The Contractor shall not be responsible for any processing, storage, and security of this information.

4.6 Users guarantee that any information they post on the Site is current, complete, and accurate. In case of changes in any information about the User, the User undertakes to promptly make the necessary amendments to the relevant information specified on the Website.

4.7 The User has to ensure the safety of login and password, which are used by the User for access to their profile, not to transfer and not disclose them to the third parties. The User has no right to transfer their login and/or password to third parties and directly or indirectly allow third parties to use their login and/or password for authorization on the Platform.

4.8 The User shall update screenshots of statistical data at least once every two (2) weeks.

4.9 Unless the User proves otherwise, all actions performed on the Platform in the User's profile shall be deemed actions performed by the User.

4.10. The User is obliged to immediately notify the Platform Administration of any unauthorized (without the User's knowledge) access to the User's Profile and/or any security breach or threat of security breach regarding their profile by sending a message to the e-mail address of the Service Provider.

4.11. The User is responsible for any consequences and results of unauthorized access or actions with the User's data if the User fails to comply with security measures for the use of the profile (including not completing any work sessions after completing work with the profile, entering the profile from third-party devices, etc.). In addition, the User shall reimburse any loss or damage caused to the Platform, the Website, and the Platform Administration due to such unauthorized actions of any third parties on the User's Profile.

4.12. The User has the right to stop using the Platform and delete their profile by contacting the Platform Administration by e-mail with the relevant request.

4.13. The User may activate the paid functionality of the Platform by making the appropriate payment, as determined by the terms of the Offer.

5. FEES FOR PROVIDING ACCESS TO THE PLATFORM

5.1 Users use the Platform on a free of charge basis unless otherwise stipulated additionally.

5.2 The Platform assumes the availability of paid functionality ("hidden statistics" and providing it at the request of another User), the cost of which is placed on the Platform's Website.

5.3 Paid functionality of the Site includes: - the use of the "hide statistics" function; - raising ads;

- highlighting of User's profile;

- publication of User in the newsfeed of the Site; - provision of a personal manager;

- reviewing the Site and purchasing advertisements;

- sending notifications for using the online form (proform) on the Site; - contacting the Site's support service.

5.4 Failure to agree with the relevant changes to the Public Offer on the terms outlined in the updated Offer and posted on the Site shall block the User's Profile and terminate the Provider's provision of the Platform Services this Offer.

6. MAKING A DEAL AND THE ORDER OF THE TASK

6.1 Assignment.

6.1.1. the Brand has the right to place the Assignment on the Platform by the terms of this Offer.

6.1.2 To place the Assignment on the Platform, the Brand shall specify the following information (Assignment parameters) by filling in the appropriate form:

- Title of the Assignment;
- Company's business card;
- Social network in which publications (Content) are placed;
- Format of advertising;
- Number of publications;
- Form of payment;
- Detailed description of the Assignment;
- Profile in the social network, which you want to specify;
- Obligatory hashtags;
- Links to the Site;
- Materials for the Task;
- The beginning of the Task;
- End of the Task;
- Task Type.

6.1.3. The Brand also has the right to specify in the Task any materials for the completion of the Task, by uploading them to the Platform when creating the Task.

6.1.4. When creating the Assignment, the Brand determines the basic requirements for the publication specified in the Assignment form. In case of presenting the corresponding basic requirements for the Assignment, the Brand undertakes to mark them in this form. The absence of marks against each of the requirements indicated in the form means that the Influencer is not responsible for non-compliance with them. Therefore, the Task is considered to be duly completed.

Any publications subject to placement in social networks under the terms of the Tasks are subject to prior approval of the Brand before their placement in the relevant social network.

6.1.6. After creating the Task by the Brand, the Platform Administration shall check the text of the Task and any information specified in sub-clauses 6.1.2-6.1.4 of this Offer for its correctness, accuracy, and compliance with the terms of this Offer and the purpose of using the Platform. Suppose the Platform Administration, at its sole discretion, considers any information specified in the Assignment text to be, in whole or in part, incorrect, inaccurate, questionable, contains any other flaws, or does not comply with the terms of this Offer and the purpose of the Platform. In that case, the Platform Administration shall send a corresponding message to the Brand, including a list of flaws in the Assignment text. The Brand has the right to correct the deficiencies indicated by the Platform Administration in the relevant notice within three (3) business days and re-submit the Assignment for approval by the Platform Administration. After approval by the Platform Administration, this Assignment is available for submission directly to the Influencer. Any Task the approval of which is not received by the Brand is not approved and shall not be posted on the Platform.

6.1.7. The Platform has the right to audit the accounts of both the Brand and the Influencer in case of complaints from Users and by the decision of the Platform moderation team, as a result of which such Users may be blocked.

6.2 Order of payment for Influencer's services. Secure Transaction.

6.2.1 If the terms of the Agreement stipulate that the Influencer shall provide its services for a fee (remuneration), the Influencer shall start performing the Assignment only after the Brand pays for the Influencer's services under the terms of the Safe Deal. After that, such funds are reserved (stored) on the bank account and are reserved (frozen) by the STRYPE payment system until the Brand confirms the performance of the Assignment. On the other hand, suppose the terms of the Agreement do not provide for payment of the Influencer's Services (the Services are provided on a complimentary basis). In that case, the Influencer proceeds to the execution of the Assignment immediately after its acceptance in the personal account of the Influencer.

6.2.2 The cost of the Influencer's Services shall be agreed upon with the Influencer and the Brand by coordinating the Brand with the cost of the Influencer's Services published in the Profession or Influencer.

6.2.3 Under the terms of this Offer, the Brand undertakes to pay the cost of the Influencer's Services, as well as the Executor's commission, after which the funds paid by the Brand in the amount of the cost of the Influencer's Services are reserved (frozen) by STRYPE payment system until the confirmation of the Task execution by the Brand.

6.2.4 The commission of the Executor from the Brand for the conclusion of a secure Agreement is 10% (ten percent) of the payment, which is the payment for the Services of the Influencer. The said commission is also charged to the Influencer in the amount of 10% (ten percent) of the payment, which is a payment for the Services of the Influencer to support and develop the Platform. The amount of the fee may be changed by the Executor's decision. In this case, if a Influencer provides services on a complimentary basis - the Executor agrees on the cost of its commission by sending a corresponding informational message to the User.

6.2.5 Funds shall be transferred using the Brand's bank card indicated in the Brand Profile to the Influencer's bank card indicated in the Influencer's Profile via the STRYPE payment system. At the same time, a fee in the amount determined by the terms of operation of the STRYPE payment system by the terms of the STRYPE Public Offer shall be withheld.

6.2.6. The funds shall be transferred to the Influencer when the Brand confirms the completion of the Task if the Brand has not initiated the termination of the Agreement by sending the relevant notice to the Platform Administration.

6.2.7. Acceptance-transfer of the Influencer's Services is carried out within 3 (three) calendar days from the moment of receipt by the Brand of a message from the Influencer via the Platform about the completion of the Task. Suppose, within 3 (three) calendar days, the Brand does not confirm the completion of the Task by the Influencer. In that case, the funds in the amount of the cost of the Influencer Services under the terms of the Secure Agreement shall be transferred to the Influencer's bank account specified in the Influencer Profile after 72 (seventy-two) hours from the receipt by the Brand of the relevant notification on the completion of the Task. The Brand has the right to appeal the fact of the completion of the Assignment by the Influencer and initiate the termination of the Assignment by contacting the Platform Administration within 3 (three) calendar days from the date of receipt of the notification by the Brand on the completion of the Assignment. In such a case, the decision on performance or non-performance of the Assignment shall be made by the Platform Administration by the procedure stipulated in Section 9 of this Offer.

6.2.8 If the Influencer and/or the Brand is a foreign entity, only the internal token purchased by such entity by the established price through acquiring the STRYPE payment system shall be used for settlements. If the settlements are made by the terms of this clause, the withdrawal of the Brand/Influencer shall be made upon request (application). The processing time of such a request (application) shall not exceed five calendar days.

6.2.9. By agreeing to the terms of this Offer, the User acknowledges and confirms that he is fully and personally responsible for the payment of any taxes and fees that may apply to him in connection with the use of the Platform, including in connection with the conclusion of a Transaction through the Platform. The User acknowledges and recognizes that Provider is not responsible for the payment of any taxes and fees by any User and is not a tax agent of any User for the payment of taxes and fees, including personal income tax, in any jurisdiction in which the Platform and Influencer Services are provided.

7. LIABILITY OF THE PARTIES 7.1 General provisions about the Parties' responsibility:

7.1.1. In case of violation and breach of their obligations under this Offer, the Parties shall be liable by this Offer and the current legislation of Ukraine. Breach of obligation is its non-performance or improper performance, i.e., performance with violation of the conditions defined in the Content of the obligation.

7.1.2. The Party which has breached the obligations shall compensate the damage caused to the other party if such damage is a direct loss, loss (except for the loss of profit or income, loss of Contract, damage to a good name, business reputation or any other special, indirect or consequential losses and/or damages), liabilities, expenses, claims of any kind, interest, penalties, legal procedures and expenses (including, but not limited to, payment for the necessary services of lawyers), actually paid and incurred by the Parties

7.1.3 The Parties shall not be liable for any indirect, special, or consequential losses or damages, including loss of income or profit, damage to good name or reputation, loss of claim, if such losses were (are) the result of a breach of the terms of this Agreement, a tort or other causes (even if the possibility of such damages has been notified). Accordingly, all similar losses under the Contract shall be rejected and not accepted for consideration.

7.1.4 The Parties shall not be liable for the violation of their obligations under the Agreement if it occurred through no fault of their own. A party shall be deemed innocent if it proves that it has taken all measures that depend on it for the proper performance of the obligation.

7.1.5 Termination of the Agreement between the Contractor and the User due to the deletion or blocking of the User's Profile does not exempt the Parties from liability for violation of the terms of the Agreement specified in this Offer, which took place at the time of the Agreement.

7.1.6 In case of breaking the User's obligations under this Offer and failing to comply with any conditions reflected and enshrined in this Offer and the Privacy Policy, the Contractor reserves the unconditional right to refuse cooperation and block such User without giving any reasons for such blocking.

7.2.1 In addition to the liability mentioned in paragraph 7.1. of this Offer, the User is solely responsible, compensates, and indemnifies the Provider for damages related to obligations, expenses, fees (including, but

not limited to lawyer's fees), losses, damages, claims of any kind, interest, penalties, and legal proceedings paid and incurred by the Provider in connection with

- dissemination on the Platform of any information that is illegal, threatening, defamatory, libelous, obscene, pornographic, or other materials, the Content of which violates the right of public use and/or privacy, or other provisions of Ukrainian law or law of another jurisdiction about any of the Users;
- The distribution on the Platform of any information and Materials that violate third parties' intellectual property rights;
- Performing any actions aimed at violating intellectual property rights to the Site, Platform, Provider's Content, or any of their parts;
- Distribution on the Platform of any information and materials, as well as any other actions aimed at the distribution of goods, works, or services, trafficking which is illegal, prohibited, or restricted by the laws of Ukraine or any other jurisdiction (including counterfeit goods, drugs, analogs and precursors, alcohol, tobacco products, nationalist or communist symbols, pornographic materials, weapons, etc.) committing fraudulent transactions using User's bank cards or participating in fraudulent activities;
- The provision of any false, misleading, inaccurate information about themselves or goods, works, services provided by the User, including those posted in the Professional or User's profile, to any other Users of the Platform
- performing any actions prohibited by paragraph 3.6 of this Offer;
- Performing any other actions with the use of the Platform, which are illegal under the law of Ukraine or any other jurisdiction, for which civil, financial, administrative, or criminal responsibility is provided, etc.

7.2.2. Apart from liability for any actions specified in the sub item 7.2.1 of this Offer, the User undertakes to pay the Contractor a fine of 100 000 (one hundred thousand) hryvnas within 3 (three) workdays from the date of receiving the corresponding demand.

7.2.3 Users acknowledge that the Executor has the right to exercise his rights (use, publication, removal, etc.) to use the materials posted on the Platform without any notice to Users.

7.3 Responsibility of the Provider

7.3.1 The Website is provided "as is" and "as available. Provider disclaims all representations and warranties, explicit and implicit, which are not mentioned in the text of the Offer, including warranties about the suitability of the Platform and/or Website for specific purposes. In addition, the Executor does not make any representations or warranties regarding the reliability, timeliness, quality, suitability, or availability of any of the

Executor's Services provided through the Site/Platform, or the Site itself, or that the Site/Platform will operate continuously or error-free and without bugs in.

7.3.2 The Executor is not responsible for the completeness and accuracy of the information provided by the Influencer or the Brand.

7.3.3 The Executor is not responsible for the quality of the Services provided by the Influencer to the Brand and is not responsible to the Brand for the actions of the Influencer.

7.3.4 The Executor shall not be liable to the User for any actual, direct, indirect losses, lost profits, or similar damages resulting from or related to the Services provided to the Brand by the Influencer, and any other damages resulting from the use or inability to use the Website and/or the Platform, or from failures in the operation of the Website and/or the Platform, even if the Executor has been previously informed about the possibility of such damages.

7.3.5 In case of any disputes between the Brand and the Influencer not related to the fulfillment of the Provider's obligations, the Provider is not responsible and does not take measures to resolve these disputes, except for the measures specified in Section 9 of this Offer, in case the Brand or the Influencer has applied to the Administration of the Website with the appropriate notification.

7.3.6 In case of claims from third parties against the Contractor as a hosting provider regarding violation of copyrights to Materials or any other information of Users published through the Website, the Contractor has to immediately send such a claim to the User who has committed the violation. For example, suppose the Administration has not received from the User proof of copyright for the Materials and/or information published on the Site within 24 (twenty-four) hours from the moment of receipt of the claim by the respective User. In that case, the Provider blocks the User's profile.

7.3.7. The Executor is not responsible for violation of any intellectual property rights of third parties due to the User's posting of intellectual property rights of third parties on the Site.

8. INTELLECTUAL PROPERTY

8.1 The Provider is the titleholder of the intellectual property rights for the intellectual property presented on the Provider's Website, including the Content, the Site, the Platform, and any components, design, trademarks, trade (company) names, domain names, and other means of individualization.

8.2 The User undertakes not to violate the Provider's intellectual property rights and its partners (Content, design, trademarks, commercial (trade) names, other means of individualization, domain names, etc.) by using them in a way not stipulated in terms of this Offer. Any use of the intellectual property rights of the Contractor and/or its partners not provided by this Offer is carried out with the written permission of the Contractor.

8.3 All Materials and any content created by Influencer as a result of performing the Assignment by Influencer using the Platform, regardless of whether such Materials or Content has been posted on the Platform or has been published on Influencer's account in the Social Network, are the objects of intellectual property, personal non-property and exclusive. Proprietary rights belong to Influencer from the moment of their creation.

9. PROCEDURE FOR TERMINATION OF THE TRANSACTION AND SETTLEMENT OF DISPUTES

9.1 Any User has the right to initiate termination of the transaction by contacting the Platform Administration with a corresponding request, stating the number of the Task and the reasons for such termination.

9.2 If, as a result of communication in the Platform chat, the Parties do not agree to any requirements for the Assignments referred to in subparagraphs 6.1.2-6.1.4 of this Offer or any other expressly agreed requirements through communication in the Platform chat before the beginning of the performance of the Task, either party is entitled to initiate termination in a year by sending the appropriate message to the Platform Administration. After such a message, the Platform Administration shall decide on the termination of the Agreement, after which the funds shall be returned to the Brand.

9.3 The Brand has the right to initiate the termination of B years in the following cases:

9.3.1. the Influencer has not started to perform the Assignment within the period specified in the Assignment;

9.3.2. The term of provision of the Services by the Influencer does not comply with the term specified in the Assignment;

9.3.3. The Influencer does not comply with the requirements for the Assignment, indicated in the Assignment, including the number of publications, duration of publications, indicates the information that must not be indicated or, on the contrary, does not indicate the necessary information, etc., that significantly affected the quality of the Services;

9.3.4. The quality of Services rendered by the Influencer is so low that it is impossible to use the results of Services rendered;

9.3.5. Other disputable situations argued by the Brand with the provision of supporting evidence.

9.4 The Influencer has the right to initiate termination of the B years in the following cases:

9.4.1. Brand fails to approve completion of the Assignment two (2) or more times;

9.4.2. The Brand does not get in touch to approve the publications;

9.4.3 Other controversial situations are argued by the Influencer with the provision of supporting evidence.

9.5 Upon receipt of the request for termination of B years, the Platform Administration acts as an independent and disinterested party, authorized to help the Influencer and the Brand to establish the process of

communication, to analyze the disputed situation, and to offer such a variant of dispute resolution, which would satisfy both parties.

9.6 Administration of the Platform does not consider applications of Users if they:

9.6.1. do not contain the circumstances by which the Influencer or the Brand substantiates their claims, as well as evidence to support these circumstances;

9.6.2. the appeal is received after the completion of the Assignment and approval of the Assignment by the Brand;

9.6.3. the appeal contains evidence or materials not posted on the Platform; 9.6.4. the appeal contains false and unreliable information.

9.7 The Platform Administration, having received the relevant request, has the right to demand from the other party to the conflict to provide information and materials and its arguments on the disputed situation.

9.8 Based on the documents received, the Platform Administration, taking into account the level of complexity of the Task and the ability of the Influencer and the Brand to fulfill its obligations under the Agreement, shall make one of the following decisions:

9.8.1. The Service provided by the Influencer shall be payable in connection with its provision in full by the terms specified in the Task;

9.8.2 The Service provided by the Influencer is payable in full due to its provision in full by the terms specified in the Assignment, notwithstanding minor disagreements between the Parties;

9.8.3. The monetary funds paid for the provision of the Services by the Influencer by the Brand shall be refunded in full by the Brand since the Influencer has not started to perform the Assignments within the term specified in the Assignment or if the term for the provision of the Services by the Influencer does not correspond to the term specified in the Assignment;

9.8.4. The money paid for the provision of the Services by the Brand shall be refunded in full by the Brand in connection with the fact that the quality of the Services (the completed Assignment) was so low that it is impossible to use the results of the Services provided;

9.8.5 The money paid for the provision of the Services to the Influencer by Brand shall be returned in full by Brand in connection with the fact that the Influencer has not fulfilled the requirements for the Assignment, which has significantly affected the quality of the Services provided;

9.8.6 The appeal does not concern the results of the Services provided by the Influencer (fulfillment of the Task). The Platform Administration is not authorized to assist in resolving relevant situations.

9.9. The Platform Administration's decision shall be simultaneously sent through the Platform's functionality to the Influencer and the Brand in the form of a Dispute Resolution Report.

9.10. If a Party to the dispute disagrees with the decision of the Platform Administration specified in the Dispute Review Report, it has the right to refer the dispute to the court by the laws of the country of the initiator of such proceedings.

9.11. The return of the reserved funds for the provision of the Influencer's Services in full shall be made based on the decision of the Platform Administration in the cases of

9.11.1. early termination of the Agreement between the Influencer and the Brand before the start of the provision of the Influencer Services based on paragraph 9.2 of this Offer;

9.11.2. if within the term stipulated in the Assignment, the Influencer has not started the performance of the Assignment, or if the term of provision of the Services by the Influencer does not comply with the term specified in the Assignment (paragraph 9.8.3 of this Offer);

9.11.3. if the quality of Services (completed Assignment) provided by the Influencer is so low that it is impossible to use the results of such Services (point 9.8.4 of this Offer);

9.11.4. if the Influencer has not fulfilled the requirements for the Task, which significantly affects the quality of the Services (point 9.8.5 of this Offer).

9.12. In cases of refund by Brand of the reserved funds for the provision of the Services by the Influencer, the amount of STRYPE's commission shall not be refundable.

9.13. In all other cases not specified in clause 9.11 of this Offer, the reserved funds for the provision of the Influencer's Services shall be transferred to the Influencer's bank card after the completion of the Task, including if the Brand does not approve the performance of Task 2 (two) or more times or the Brand does not contact for approval of publications if the Influencer performed actions and made significant efforts to complete the Task, which should be reflected in the Dispute Report.

10. PERSONAL DATA

10.1 Administration of the Platform collects and stores Personal Data to meet Contractor's obligations to Users for the use of the Platform under the terms of this Offer based on the Law of Ukraine "On Protection of Personal Data" and international standards on the protection of Users' personal data. By accessing the Platform and using the Platform/Site, the User agrees that the Contractor is collecting and processing the personal data of the Users by the Privacy Policy of «ASK DM" CORP, posted on the following link:

11. TERM OF AGREEMENT

11.1 The Agreement between the Contractor and the User shall come into effect from the date of creation of the User's Profile and shall remain in effect until the User stops using the Platform by deleting its profile from the Platform or having its profile blocked by the Administration of the Platform.

11.2 The User has the right to stop using the Platform by deleting the relevant profile from the Website. At the same time, such deletion is not possible until the termination of any User's Agreements with other Platform Users by the terms and conditions set out in this Offer.

11.3 The Platform Administration has the right to block access to the User's Profile and all the Agreements related to it if the User violates any terms and conditions of this Offer, without notifying the reasons for such blocking.

12. OTHER CONDITIONS.

12.1 The User has no right to transfer or assign any rights and obligations arising from the Agreement with the Contractor under the terms of this Offer without the prior written consent of the Contractor.

12.2 If the Contractor or the Administration of the Platform's Website records an increased activity (more than three consecutive repetitions) of Users that does not lead to the conclusion or completion of a transaction, then an internal audit and verification are additionally conducted about such Users. During the audit period, such User's account shall be temporarily suspended, and any actions within the Platform shall not be available to the User. The duration of the audit is determined individually.

12.3 If there are any disputes or controversies between the User and the Contractor, they shall be resolved by using an obligatory pre-trial procedure stipulated by the current legislation of Ukraine.

12.4 All possible disputes between Users and Executors shall be solved by the requirements of the current legislation of Ukraine at the place of the Executor's registration.

12.5 Bypassing the Platform by the Users with the use of other software tools (managers, etc.) to avoid the conclusion of the Agreement without risk is not allowed. If such a transfer is confirmed, the User's account shall be temporarily frozen. In this case, to restore the account's functionality, it is necessary to connect the paid functionality of the Platform. If the User refuses to connect such functionality, the frozen User's account shall be irrevocably deleted without the possibility of re-registration.

12.6 If one or more provisions of this Offer are declared invalid or unenforceable, other provisions will not lose their legal effect.

12.7 All and any communications under the terms of this Offer are deemed received by the party to which they are addressed within 2 (two) hours from their sending.

12.8 Messages sent by any User to Platform Administration or Contractor shall be sent as a result of using the functionality of Platform and/or by sending them to the following e-mail address: SUPPORT@ASKDM.COM

12.9 The Contractor shall constantly adapt the Offer to the changed functionality of the Platform, changes in the current legislation of Ukraine, and international legal acts.

12.10. The Contractor can unilaterally change the terms of the Agreement by making changes to this Offer. Such changes come into effect the next day after the publication of the revised Offer on the Website. A user using the Platform on the date when this revised Offer comes into effect agrees with the updated terms of Agreement specified in this Offer without performing any additional actions.

12.11. User's registration and/or use of the Platform's functionality shall be deemed acceptance of all the terms and conditions of this Public Offer.

12.12. Information about the User's Bonus System is available and posted in the User's personal profile in the "Referral Program" section.

12.13. Considering that the Platform's activity can be international in nature, the Executor reserves the right to request from Users any necessary documents requested from the Executor by the tax authorities of one or another country of the world.