PUBLIC OFFER
on the provision of services

Latest update: September 29, 2025.

Individual Dmytro Oleksandrovych Zhykin registered by the state registration body (Department of Registration of the Kharkiv City Council), Extract from the Unified State Register of Legal Entities and Individual Entrepreneurs dated May 13, 2015, Record No. **2 480 000 0000 173109** (hereinafter – Executor/FIREkit) on one side, guided by according to the current legislation of Ukraine, offers a individuals and/or a legal entity (hereinafter referred to as the Customer) from the other side, hereinafter collectively referred to as the Parties, and each individually as a Party, to enter into a public agreement for the provision of services (hereinafter referred to as the Agreement).

This Agreement is public, in accordance with Article 633 of the Civil Code of Ukraine, its terms are the same for all Customers regardless of their status (individual, legal entity, individual entrepreneur) without favoring one Customer over another.

By concluding this Agreement, the Customer fully accepts the terms of this Agreement without any reservations, exceptions or limitations. The Customer confirms that joining this Agreement corresponds to his internal expression of will, the terms and conditions of the Agreement are clear and do not require additional explanations or interpretations. The Agreement is considered concluded from the moment of clicking the "Yes" button under this Agreement on the Executor's Website.

By using the Site, you agree to comply with the Public Offer, the Privacy Policy and the Terms of Use of the site, and you also confirm that you are familiar with the Cookie Notice.

IF YOU DO NOT AGREE WITH ALL THESE TERMS, THEN YOU ARE STRICTLY PROHIBITED FROM USING THE SITE AND MUST IMMEDIATELY CEASE USING THE SITE.

1. DEFINITION OF TERMS

1.1. **"Account" -** is a profile, an account on the Website, which contains information necessary to identify the user of the Website.

1.2. **“ Website/Site”** - a set of data, electronic (digital) information, in particular objects of copyright and/or related rights, etc., interconnected and structured within the website address and/or account of the owner of such website, which are accessed through an Internet address, which may consist of a domain name, directory or call records, and/or a numerical Internet Protocol address; The site is located at the link: https://firekit.space.

1.3. **"Web page"** - is a component of a website located at a special address on the Internet.

1.4. **“Devices"** - personal computers, laptops, smartphones, tablets and any other devices capable of playing media files and connected to the Internet, etc.

1.5. **"Content**" - means the source codes, databases, functionality, software, website design, audio, video, text, photographs and graphics on the Site.

1.6. **"Marks" -** means the trademarks, service marks, and logos contained therein.

2. SUBJECT OF THE AGREEMENT

2.1. Based on the terms and conditions set forth in this Agreement, the Executor provides the Customer, and the Customer accepts and pays for services related to your access and use of the website https://firekit.space, as well as any other form of media, media channel, mobile website or mobile application linked, connected or otherwise connected to it using Devices, and other related services, in the order and under the conditions specified in this Agreement (hereinafter - Services).

2.2. The service is provided for a fee, taking into account section 3 of this Agreement.

3. COST OF SERVICES AND PAYMENT PROCEDURE

3.1. The Site or certain parts of the Site are available only with a paid subscription. You will be billed in advance on a regular or recurring basis (monthly, quarterly, or annually), depending on the type of subscription plan you selected when you purchased your subscription. At the end of each period, your subscription will automatically renew under the terms in effect at the time of billing, unless canceled by you or FIREkit.

3.2. Payment for Services is made by the Customer by making a non-cash payment to the Executor's current account.

3.3. The amount of payment is determined by FIREkit in the form of an electronic invoice, which indicates that the Customer must make the payment on its own within a certain deadline with full payment corresponding to the billing period as indicated in the invoice.

3.4. The Customer's obligations to pay for the Services are considered fulfilled from the moment the funds are received by the Executor on his account.

3.5. The Customer is solely responsible for the correctness of the payments made by him.

3.6. The Executor shall have the right to unilaterally change the cost of the Services by notifying you of any change in the subscription fee to give you the opportunity to terminate your subscription before such change becomes effective. Your continued use of the Service after the revised subscription price becomes effective constitutes your agreement to pay the revised subscription fee.

3.7. The display of the new cost of the Services on the Website and their subsequent payment by the Customer confirms the fact that the Customer has been properly notified of the change in the cost of the Services and agrees to such a change.

3.8. The Customer bears all additional costs related to the commission and/or additional costs related to double conversion when paying for the Services under this Agreement.

3.9. Except as required by law, subscription fees are non-refundable. Certain Subscription refund requests may be considered by the Company on a case-by-case basis and will be processed at the Company's sole discretion.

4. PROCEDURE FOR PROVIDING SERVICES

4.1. By using the Website, the Customer accepts the Executor's public offer. From this moment, it is considered that the Customer certainly and unconditionally accepted the terms of this Agreement.

4.2. By accepting this Agreement, making payments under this Agreement, as well as registering on the Website, the Customer confirms that he is a legally competent individual acting on his own behalf or on legal grounds on behalf of a legal entity. The Customer also confirms that all information provided during registration is reliable, accurate and up-to-date.

5. DURATION OF THE AGREEMENT. CONDITIONS OF SUSPENSION AND TERMINATION OF THE AGREEMENT

5.1. This Agreement is concluded for an indefinite period.

5.2. The Customer has the right to terminate the Agreement unilaterally by deleting his Account from the Website (if it has been created).

5.3. The Executor has the right to unilaterally terminate the Agreement by closing the Customer's access to the Website in the manner and under the conditions specified in the Rules of Website Use.

5.3.1. In the case of termination of the Agreement by the Executor, the latter has the right to notify the Customer of the fact of termination by sending a corresponding letter to the Customer's e-mail, or in any other way, including a notification on the Website.

5.4. Termination of the Agreement cease the legal relationship between the Parties under this Agreement, but does not deprive the Party of its right to protect its violated rights under this Agreement.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Customer undertakes:

6.1.1. To pay for the services of the Executor in a timely manner in the amount, order and terms provided for in this Agreement.

6.1.2. Comply with the terms of this Agreement.

6.1.3. Do not transfer the results of the services under this Agreement to third parties, for a fee or free of charge.

6.1.4. Familiarize yourself with the Agreement, terms of providing the selected services, observe and fulfill their requirements.

6.1.5. Keep confidential all data used by the Customer during the registration process on the Website (logins, passwords).

6.1.6. Not to collect, copy and process personal data of other persons, as well as any other information posted on the Website, in particular by parsing, that is, collecting, analyzing, processing and saving information posted on the Website by using parser programs and their counterparts.

6.1.7. Not to commit actions that are considered a violation of intellectual property rights, in particular, but not exclusively: copying, conversion or any other use of the Website without the permission of the Executor.

6.1.8. Provide the Executor with complete and reliable information necessary for the performance of this Agreement.

6.1.9. Not to violate the requirements of the current legislation of Ukraine and accepted standards of morality.

6.1.10. Not to use the results of the services provided under this Agreement for illegal purposes, as a result of which the rights and legitimate interests of third parties may be violated.

6.1.11. Be personally responsible for your actions, including actions aimed at the implementation of this Agreement.

6.2. The customer has the right to:

6.2.1. Receive information about Services and their cost.

6.2.2. Use the Website within the functionality available in accordance with the amount of payment.

6.2.3. In case of any questions, complaints or suggestions regarding the use of the Website or the need to obtain other information within the competence of the Executor, contact the technical support service using the appropriate functionality of the Website or by sending a message to the Executor r's e-mail.

6.3. The Executor is obliged to:

6.3.1. To provide the Customer with services in accordance with the amount of payment.

6.3.2. To store the confidentiality of the Customer's personal data obtained when registering an Account and/or using the Website.

6.4. The Executor has the right to:

6.4.1. Do not provide Services until full payment is made.

6.4.2. Unilaterally change the procedure for providing services and their cost without renegotiating this Agreement by publishing the changes on the Website or sending a corresponding letter to the Customer's e-mail.

6.4.3. Disclose any information, if necessary, in accordance with the current legislation of Ukraine, at the request of authorized state institutions, as well as to ensure the normal functioning of the Website or the protection of the Executor and the Customer, if this does not contradict the relevant Constitutional rights and freedoms of citizens and current legislation of Ukraine.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Website is the subject of intellectual property rights owned and controlled by or licensed to the Executor, including the Content and Marks.

7.2. Any use of the Website, including its component parts, without the prior written consent of the Executor, is considered a violation of his intellectual property rights, except for the cases specified in this Agreement or the Rules for using the site.

8. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE

8.1. The Parties are responsible for this Agreement in accordance with the requirements of the current legislation of Ukraine and this Agreement.

8.2. The site is provided on an "as is" and "as available" basis. You agree that your use of the site and our services will be at your own risk. We do not provide consulting, investment, brokerage services and do not bear the risks associated with the Customer's decisions. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranties or assurancies to the accuracy or completeness of the content of the site and the content of any websites linked to the site, and we assume no liability or responsibility for any (1) violations, errors or inaccuracies of content and materials, (2) personal injury or property damage of any nature resulting from your access to or use of the site, (3) any unauthorized access to or use of our secure servers and any personal information or financial information stored thereon, (4) any interruption or termination of data transmission to or from the Site, (5) any bugs, viruses, Trojan horses or similar programs that may be transmitted to the Site or through the Site by any third party, and (6) any errors or omissions in any content or materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise provided through the Site. We do not represent, endorse, guarantee or have any responsibility for any product or service advertised or offered by a third party through the Site, any hyperlinked website or any website or mobile application featured in any banner or other advertisement and we will not be a party to or in any way responsible for monitoring any transaction between you and any third party product or service providers. As with any purchase of a product or service through any medium or in any environment, you should use your own judgment and exercise caution where appropriate.

In no event shall we or our directors, officers or agents be liable to you or any third party for any direct, indirect, consequential, punitive, incidental, special or punitive damages, including lost profits, lost revenue, loss of data or other damages arising out of your use of the site, even if we have been advised of the possibility of such damages.

8.3. You agree to defend, indemnify and hold us, including our subsidiaries, affiliates and all of our respective officers, agents, partners and employees, harmless from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and costs, made by any third party through or as a result of: (1) your contributions; (2) using the site; (3) violation of these terms of use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any outright malicious conduct toward any other user of the site with whom you have connected through the site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are liable to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding subject to this indemnification as soon as we become aware of it.

8.4. To expedite resolution and control the cost of any dispute, disagreement or claim related to these Terms of Use (each a "Dispute" and collectively a "Dispute") raised by you or us (individually a "Party" and collectively – the "Parties"), the Parties agree to first attempt to resolve any dispute (except as expressly provided below) informally for at least thirty (30)

days prior to the initiation of arbitration. Such informal negotiations are initiated after a written notice from one Party to the other Party.

8.5. The Contractor provides the functionality of an AI assistant, which operates exclusively in the domain of personal finance. The responses of the AI assistant are of a recommendatory nature and do not constitute financial or investment advice. The Customer confirms that any changes to their portfolio are made only after their own confirmation. The Contractor does not guarantee the accuracy or completeness of data obtained from open sources and is not liable for the consequences of their use.

9. FORCE MAJEURE

9.1. In the event of force majeure (war, revolution, acts of terrorism, fires, natural disasters, boycotts, strikes, acts of state bodies, regardless of their legality or illegality, etc.), directly preventing the fulfillment of obligations, the terms of fulfillment of such obligations accordingly, they are postponed for the duration of force majeure.

9.2. The Parties are obliged to notify each other of the occurrence and termination of force majeure circumstances with an attachment of documents confirming this, within three days from the day of their occurrence. Untimely notification deprives the Party of the right to refer to any of the above-mentioned circumstances as a reason for exemption from responsibility for non-fulfillment of obligations.

9.3. If the force majeure circumstances will last more than one month, the Parties must agree on measures for the further implementation of this Agreement or its termination within 10 days from the moment of initiation by one of the Parties.

9.4. Circumstances of force majeure do not include entrepreneurial risks, such as breach of obligations by the Party's counterparties, lack of the necessary funds at the Party's disposal, as well as financial and economic crisis, exchange rate changes, devaluation of the national currency.

10. OTHER TERMS

10.1. All legal relations arising from this Agreement or related to it, including those related to the validity, conclusion, execution, amendment, and termination of this Agreement, its parts, interpretation of the terms of the Agreement, determination of the consequences of invalidity or violation of the Agreement, are regulated by this Agreement and the relevant norms of the current legislation of Ukraine, as well as the customs of business turnover applicable to such legal relations based on the principles of good faith, reasonableness and justice.

10.2. After the conclusion of this Agreement, all previous negotiations, correspondence, previous agreements, protocols of intent, and any other oral or written agreements of the Parties on issues related to this Agreement in one way or another shall lose legal force but may be taken into account when interpreting terms of this Agreement.

10.3. The parties have agreed that the Customer fully accepts the terms of this Agreement without any reservations, exceptions, or limitations. By using the Website, the Customer accepts the Executor's public offer.