

PUBLIC OFFER

1. General Provisions

1.1. This Public Offer (hereinafter referred to as the "**Offer**") constitutes an official proposal of **Sole Proprietor Olena Pavlivna Hlemba** (hereinafter referred to as the "**Service Provider**") to enter into an agreement for the provision of SPA services under the terms and conditions set forth herein.

1.2. This Offer is a public agreement pursuant to Articles 633, 641, and 642 of the Civil Code of Ukraine and is published on the official website: <https://touchspa.com.ua>.

1.3. Acceptance of this Offer shall be effected by placing an order and making an advance payment through the Website.

1.4. Upon receipt of payment, the Service Provider shall issue a fiscal receipt in accordance with the legislation of Ukraine and provide the document entitled "**Confirmation of Advance Payment for Services**."

1.5. The "**Confirmation of Advance Payment for Services**" confirms that an advance payment has been made for future services. It is **not** a gift certificate, means of payment, electronic money, or security.

1.6. The right to receive services covered by the advance payment may be exercised either by the payer or by another person to whom the payer has provided the document number or confirmation code in accordance with this Offer.

1.7. By placing an order and making payment, the Consumer confirms that they have read and accepted this Offer, the **Advance Payment Policy**, the **Refund Policy**, and the **Privacy Policy**.

2. Terms and Definitions

For the purposes of this Offer, the following terms shall have the meanings set forth below:

Service Provider means Sole Proprietor **Olena Pavlivna Hlemba**, who provides SPA services and accepts orders through the website <https://touchspa.com.ua>.

Consumer (Client) means an individual who has placed an order via the Website, accepted this Offer, and made an advance payment.

Order means a request submitted by the Consumer through the Website for SPA services specifying the selected service, date, and time.

SPA Services means the range of services provided by the Service Provider as described on the Website.

Advance Payment means the prepayment of the cost of the selected services made by the Consumer when placing an Order.

Confirmation of Advance Payment for Services means an electronic document generated following successful payment confirming receipt of the advance payment by the Service Provider.

Confirmation Code means a unique order number or other identifier used to verify the right to receive services.

Website means the official website of TOUCH DAY SPA located at <https://touchspa.com.ua>.

Person Authorized by the Payer means an individual to whom the payer has voluntarily disclosed the confirmation code or document number for the purpose of receiving services paid for by the advance payment.

3. Subject of the Agreement

3.1. Under this Offer, the Service Provider undertakes to provide the Consumer with SPA Services in accordance with the placed Order, while the Consumer undertakes to make an advance payment and accept the services provided.

3.2. The list, description, duration, prices, and other characteristics of the SPA Services are published on the official Website <https://touchspa.com.ua> and constitute an integral part of this Offer.

3.3. Orders are placed by the Consumer through the Website by selecting the desired services, date, and time.

3.4. After placing an Order, the Consumer shall make a **100% advance payment** for the selected services.

3.5. Upon successful payment, the Service Provider shall issue a fiscal receipt in accordance with Ukrainian legislation and provide the Consumer with the document "**Confirmation of Advance Payment for Services.**"

3.6. Services shall be provided within the time frame and scope agreed upon when placing the Order or subsequently agreed with the Consumer in accordance with this Offer.

3.7. The right to receive the services may be exercised by the Consumer or by another person to whom the Consumer has provided the confirmation code or the document number of the "**Confirmation of Advance Payment for Services,**" unless otherwise required by law or this Offer.

3.8. Services shall be deemed duly provided upon their actual receipt by the Consumer or by a person authorized by the Consumer.

4. Ordering Procedure and Payment Terms

4.1. To receive SPA Services, the Consumer shall place an Order through the Website by selecting the desired SPA program or other service.

4.2. After placing an Order, the Consumer shall make a **100% advance payment** using the payment methods available on the Website.

4.3. Upon receipt of the advance payment, the Service Provider shall issue a settlement document (fiscal receipt) in accordance with the legislation of Ukraine and ensure that it is delivered to the Consumer.

4.4. Once payment has been confirmed, the Consumer shall receive the document **"Confirmation of Advance Payment for Services,"** containing the information required to identify the Order.

4.5. After the Order has been placed, a representative or administrator of the Service Provider shall contact the Consumer to arrange the date, time, and other details of the provision of services.

4.6. The advance payment shall be credited toward the cost of the ordered services.

4.7. The services may be received either by the Consumer or by another person designated by the Consumer, provided that the information required to identify the Order is communicated to the Service Provider.

4.8. The advance payment may be used within **six (6) months** from the date of payment unless a different period is specified under the terms of a promotional campaign or special offer.

5. Provision of Services

5.1. After the Order has been placed and the advance payment has been received, a representative or administrator of the Service Provider shall contact the Consumer to agree on the date, time, and other conditions for the provision of the services.

5.2. The services shall be provided at the address specified on the Website or at another location if предусмотрено in the description of the relevant service.

5.3. If the Consumer is unable to receive the services at the agreed time, they shall have the right to contact the Service Provider to arrange another date and time in accordance with the **Advance Payment Policy**.

5.4. The services may be provided either to the Consumer or to another person designated by the Consumer, provided that the information required to identify the Order has been communicated to the Service Provider.

5.5. Prior to providing the services, the Service Provider shall have the right to clarify information necessary for their safe and proper provision. The Consumer shall disclose any known circumstances that may affect the possibility or safety of receiving the services, including, but not limited to, allergies, medical contraindications, or other material circumstances.

5.6. If, during the consultation or immediately before the procedure, contraindications are identified that may pose a risk to the Consumer's health, the Service Provider shall have the right to refuse to provide the relevant service or to offer an alternative service.

5.7. The services shall be deemed duly provided upon their actual receipt by the Consumer or by another person designated by the Consumer.

5.8. If, after placing an Order, it becomes necessary to change the date or time of the services, such changes shall be made by mutual agreement between the Consumer and the Service Provider, subject to appointment availability.

6. Rescheduling of Services and Refunds

6.1. The Consumer shall have the right to request a change to the date and/or time of the services. Such changes shall be made by mutual agreement of the Parties, taking into account the Service Provider's schedule and appointment availability.

6.2. The advance payment may be used to receive services within the period specified in this Offer and the **Advance Payment Policy**.

6.3. Refunds shall be made in the cases and in accordance with the procedure established by the legislation of Ukraine, this Offer, and the **Refund Policy** published on the Website.

6.4. For the purpose of considering a refund request, the Service Provider shall have the right to request information necessary to identify the Order and confirm the payment.

6.5. If the services are received by another person designated by the Consumer, this shall not affect the refund procedure. Refund matters shall be resolved with the person who made the advance payment unless otherwise required by applicable law.

7. Rights and Obligations of the Parties

7.1. The Service Provider shall have the right to:

- obtain from the Consumer the information necessary for the proper provision of the services;
- refuse to provide services in the cases provided for by the legislation of Ukraine or this Offer;
- change the prices, list, and descriptions of the services published on the Website. Such changes shall not apply to Orders that have already been paid for;
- amend this Offer by publishing a revised version on the Website.

7.2. The Service Provider shall be obliged to:

- provide services of proper quality;

- provide the Consumer with information about the services before they are ordered;
- issue a settlement document (fiscal receipt) after receiving the advance payment in accordance with the legislation of Ukraine;
- ensure the confidentiality of the Consumer's personal data in accordance with the legislation of Ukraine;
- promptly inform the Consumer of any circumstances that may affect the provision of the services.

7.3. The Consumer shall have the right to:

- receive the services in accordance with the placed Order;
- receive all necessary information regarding the services;
- request a change to the date or time of the services;
- request a refund in the cases provided for by the legislation of Ukraine, this Offer, and the Refund Policy.

7.4. The Consumer shall be obliged to:

- provide accurate information when placing an Order;
- promptly notify the Service Provider of any changes to their contact information if necessary for the performance of the Order;
- disclose any circumstances that may affect the safe provision of the services;
- comply with the rules of conduct within the SPA premises and follow the recommendations of the Service Provider's personnel.

7.5. The Consumer confirms that, prior to placing an Order, they have reviewed the description of the selected service, its price, duration, and other conditions published on the Website.

8. Liability of the Parties

8.1. The Parties shall be liable for the non-performance or improper performance of their obligations in accordance with the legislation of Ukraine and this Offer.

8.2. The Service Provider shall not be liable for the inability to provide the services if such inability results from inaccurate information provided by the Consumer or the Consumer's failure to follow recommendations necessary for the safe provision of the services.

8.3. The Service Provider shall not be liable for the consequences arising from the Consumer's failure to provide, or delay in providing, information regarding medical contraindications or other circumstances that may affect the possibility or safety of receiving the services.

8.4. In the event of any dispute, the Parties shall make every reasonable effort to resolve it through negotiations. If no agreement is reached, the dispute shall be resolved in accordance with the legislation of Ukraine.

8.5. The Service Provider shall not be liable for the unavailability of services on the Consumer's preferred date or time if such date or time has not been agreed in advance and no appointment slots are available at the relevant time.

9. Personal Data Processing

9.1. By placing an Order, the Consumer consents to the processing of their personal data by the Service Provider to the extent necessary for processing and fulfilling the Order, providing the services, and complying with the requirements of the legislation of Ukraine.

9.2. Personal data shall be processed in accordance with the **Law of Ukraine "On Personal Data Protection"** and the **Privacy Policy** published on the Website.

9.3. The Service Provider shall ensure the confidentiality of the Consumer's personal data and shall not disclose such data to third parties, except where required by the legislation of Ukraine or where necessary for the performance of the Order.

10. Final Provisions

10.1. This Offer shall become effective on the date of its publication on the Website and shall remain in force until it is withdrawn or replaced by a new version.

10.2. The Service Provider shall have the right to amend this Offer by publishing a revised version on the Website. Such amendments shall apply only to Orders placed after the effective date of the revised version.

10.3. If any provision of this Offer is held to be invalid or unenforceable, such invalidity shall not affect the validity and enforceability of the remaining provisions.

10.4. Any matters not governed by this Offer shall be regulated by the legislation of Ukraine.

11. Service Provider's Details

Sole Proprietor Olena Pavlivna Hlemba

Tax Identification Number (RNOKPP): 3033516000

Business Address:

Premises 267, Building 16,
Andriia Verkhohliada Street,
Kyiv, 01042, Ukraine

Telephone: +38 (068) 111-49-11

E-mail: dayspatouch@gmail.com

Website: <https://touchspa.com.ua>

APPENDIX 1 TO THE PUBLIC OFFER

ADVANCE PAYMENT POLICY

1. General Provisions

1.1. This Policy sets out the terms and conditions governing the use of advance payments made for SPA Services through the Website <https://touchspa.com.ua>.

1.2. This Policy forms an integral part of the Public Offer.

2. Advance Payment

2.1. The advance payment shall be made when placing an Order through the Website.

2.2. Upon successful payment, the Consumer shall receive:

- a fiscal receipt;
 - the document entitled "**Confirmation of Advance Payment for Services.**"
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3. Use of the Advance Payment

3.1. The advance payment shall be credited toward the cost of the ordered services.

3.2. After receipt of the advance payment, the administrator shall contact the Consumer to arrange the date and time for the provision of the services.

3.3. The advance payment may be used within **six (6) months** from the date it is made unless a different validity period is specified under the terms of a promotional campaign.

3.4. The services may be received either by the Consumer or by another person designated by the Consumer, provided that the information required to identify the Order is supplied.

4. Final Provisions

4.1. Matters relating to the rescheduling of services and refunds shall be governed by the Public Offer and the **Refund Policy** published on the Website.

APPENDIX 2 TO THE PUBLIC OFFER

REFUND POLICY

1. General Provisions

1.1. This Policy establishes the procedure for rescheduling services and refunding payments for services ordered through the Website <https://touchspa.com.ua>.

1.2. This Policy forms an integral part of the Public Offer.

2. Rescheduling Services

2.1. If the Consumer is unable to receive the services on the agreed date, they may contact the administrator to arrange another date and time.

2.2. Rescheduling shall be subject to appointment availability.

3. Refunds

3.1. Refunds shall be made in accordance with the legislation of Ukraine.

3.2. To request a refund, the Consumer shall contact the Service Provider and provide the Order number or any other information necessary to identify the Order.

3.3. If a refund is approved, the funds shall be returned using the same payment method originally used unless otherwise agreed by the Parties or required by applicable law.

APPENDIX 3 TO THE PUBLIC OFFER

PRIVACY POLICY

By using the Website <https://touchspa.com.ua> and placing an Order, the User grants consent to **Sole Proprietor Olena Pavlivna Hlemba** to process their personal data in accordance with the **Law of Ukraine "On Personal Data Protection."**

Personal data shall be processed solely for the following purposes:

- processing and fulfilling the Order;
- communicating with the User;
- providing SPA Services;
- complying with the legislation of Ukraine.

The Service Provider shall ensure appropriate protection of personal data and shall not disclose such data to third parties except where required by the legislation of Ukraine or where necessary for the performance of the Order.

The User shall have the right to request access to their personal data and to request its correction or deletion in the cases provided for by applicable law.

For all matters relating to personal data processing, please contact:

Sole Proprietor Olena Pavlivna Hlemba

E-mail: dayspatouch@gmail.com

Telephone: +38 (068) 111-49-11