

PUBLIC OFFER AGREEMENT / PUBLIC CONTRACT

for the Provision of Services

Fusion AI LLC (hereinafter referred to as the "Service Provider"), represented by the General Director Ramis Nasyrovich Zholdoshev, acting on the basis of the Charter, hereby enters into this Public Contract for the paid provision of services (hereinafter referred to as the "Agreement") with any individual, hereinafter referred to as the "Client".

This Agreement constitutes an arrangement for the paid provision of services for the use of the "Fusion AI" online platform operated by the Service Provider via the website <https://fusion-ai.app>, concluded by way of a public offer, and governs the procedure for the provision of such services and the obligations of the Parties.

The text of this Agreement is published by the Service Provider on the Internet at: <https://fusion-ai.app/oferta>

The Parties, guided by Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, have entered into this Agreement as follows:

1. Subject of the Agreement

1.1. Under this Agreement, the Service Provider undertakes to provide services granting access to the "Fusion AI" online platform for the creation, configuration, and use of virtual AI agents integrated with messengers and CRM systems, and the Client undertakes to pay the Service Provider the agreed remuneration.

1.2. Access to the "Fusion AI" online platform is provided by the Service Provider via the website <https://fusion-ai.app>.

1.3. The following terms and abbreviations are used in this Agreement:

1.3.1. Website – a website hosted on the Internet at <https://fusion-ai.app>

1.3.2. Personal Account – a set of secured pages on the Website created as a result of the Client's registration and accessible upon entering their authentication data (email address and password) in the designated fields on the Website.

1.3.3. Invoice – an invoice, bill, price reconciliation protocol, or any other analogous document that determines the cost of services and, if necessary, the payment procedure.

1.3.4. Installment Plan – a payment method agreed upon by the Parties, under which payment for Services is made in accordance with the Payment Schedule specified in the Invoice.

All terms and definitions used in this Agreement apply equally to the singular and plural forms, as used depending on the context.

1.4. The Client may use the services of the "Fusion AI" online platform in accordance with the terms of this Agreement throughout the period indicated on the Website.

1.5. Under this Agreement, the Service Provider does not provide the Client with individual consultations unrelated to the subject of the Agreement.

2. Procedure for Concluding the Agreement and Granting Access

2.1. This Agreement is a public contract under which the Service Provider assumes the obligation to provide services to an unlimited number of persons (Clients) who apply for such services.

2.2. The publication of this Agreement on the Website constitutes a public offer by the Service Provider addressed to an unlimited number of persons to enter into this Agreement (para. 1, Art. 386; para. 2, Art. 398 of the Civil Code of the Kyrgyz Republic).

2.3. This Agreement is concluded by the Client's accession to this Agreement, i.e., by the Client's acceptance (acceptance) of the terms of this Agreement in full, without any conditions, exceptions, or reservations (Art. 387 of the Civil Code of the Kyrgyz Republic).

2.4. The fact of the Client's acceptance of the terms of this Agreement is the Client's payment for the ordered services in the manner and under the conditions specified in this Agreement. In the event the Client pays for the ordered services using credit funds provided by the respective bank, the fact of the Client's acceptance of the terms of this Agreement is the Client's execution of the corresponding agreement with the bank for payment of the Service Provider's services (para. 3, Art. 399 of the Civil Code of the Kyrgyz Republic).

In the case of an installment plan, the fact of the Client's acceptance of the terms of this Agreement shall be the making of the first payment in accordance with the conditions agreed upon by the Parties.

2.5. By accepting this public offer in the manner specified in this Agreement, the Client agrees to all terms of the Agreement as set forth in this text and, in accordance with the Civil Code of the Kyrgyz Republic, is considered a person who has entered into a contractual relationship with the Service Provider on the basis of this Agreement. In accordance with para. 2 and 3 of Art. 395, and para. 3 of Art. 399 of the Civil Code of the Kyrgyz Republic, this Agreement is deemed concluded by the Parties in written form.

2.6. Upon completion of the actions specified in para. 2.4 of the Agreement, the Service Provider grants the Client access to the Personal Account on the "Fusion AI" online platform via the website <https://fusion-ai.app>.

3. Rights and Obligations of the Parties

3.1. The Service Provider undertakes to:

3.1.1. Provide the Client with access to the "Fusion AI" online platform for the creation, configuration, and use of virtual AI agents integrated with messengers and CRM systems, in accordance with the selected tariff plan.

3.1.2. Provide informational support to the Client on matters related to the provision of services and/or the functioning of the Website on business days from 09:00 to 18:00 (until 17:00 on Fridays and shortened business days in accordance with the legislation of the Kyrgyz Republic). Support inquiries shall be directed by the Client to the email address: support@fusion-ai.app

3.1.3. In the event of errors/deficiencies in the functioning of the Website attributable to the Service Provider, remedy such errors/deficiencies at its own expense.

3.1.4. Refund the funds paid by the Client in the cases and under the conditions provided for in the Agreement.

3.2. The Service Provider is entitled to:

3.2.1. Make changes to the functionality, interface, structure, and content of the "Fusion AI" online platform, as well as to the tariff plans and terms of service, with prior notification to Clients by publishing the relevant information on the Website.

3.2.2. Engage third parties to perform this Agreement without the Client's consent.

3.2.3. Request from the Client information and documents necessary for the proper performance of obligations under this Agreement.

3.2.4. Change the cost of services under the Agreement by posting the current prices on the Website.

3.2.5. Temporarily suspend the Website for scheduled preventive and maintenance work on the Service Provider's technical resources.

3.2.6. Replace third parties engaged to fulfill obligations under the Agreement.

3.2.7. Suspend or terminate the Client's access to the Platform in the event of a breach of the terms of this Agreement, the Website usage rules, or upon detection of actions violating the legislation of the Kyrgyz Republic.

3.3. The Client undertakes to:

3.3.1. Pay for the services within the timeframes and under the conditions established by the Agreement, as agreed in Invoices and/or agreed by the Parties via messages in the Personal Account.

3.3.2. Promptly provide complete and accurate information necessary for the provision of services (including during registration on the Website).

3.3.3. Use the functionality of the Website and access exclusively for personal or other non-commercial purposes.

3.3.4. Ensure the confidentiality of the login and password for their Personal Account and refrain from disclosing access credentials to third parties.

3.3.5. Immediately notify the Service Provider of any unauthorized access to their Personal Account.

3.3.6. Not post on the Website or third-party resources the personal data of other persons, including access credentials to their Personal Account on the Website, and not use or attempt to obtain personal data of other users.

3.3.7. Not register as a user on behalf of or instead of another person, or register a group (association) of persons or a legal entity/sole proprietor as such a user.

3.3.8. Not use software or perform actions aimed at disrupting the normal functioning of the Website; not upload, store, publish, distribute, or otherwise use viruses, Trojans, or other malicious software; not use automated scripts (programs) to collect information on the Website without the written permission of the Service Provider.

3.4. The Client is entitled to:

3.4.1. Obtain access to the "Fusion AI" online platform and Personal Account upon fulfilling the conditions for granting access (Section 2 of the Agreement).

3.4.2. Receive informational support on matters related to the provision of services and the functioning of the Website throughout the term of this Agreement.

3.4.3. Use access to the "Fusion AI" online platform exclusively for non-commercial purposes.

3.4.4. Submit to the Service Provider comments, suggestions, and/or feedback related to the subject of this Agreement and/or the functioning of the Personal Account.

4. Cost of Services and Payment Procedure

4.1. The cost of the Service Provider's Services is determined based on the price of the product/service specified on the Website or agreed upon in the Invoice, denominated in Kyrgyz soms. The Service Provider's services under this Agreement are priced inclusive of the Unified Tax at a rate of 4% for cash payments and 2% for non-cash payments (bank cards, transfers).

4.2. The Client pays the cost of the Service Provider's services on a 100% prepayment basis as a lump sum by transferring funds to the Service Provider's bank account, unless other conditions are specified in the Invoice issued to the Client. The payment date is the date on which funds are credited to the Service Provider's bank account.

4.3. Payment for the Services is made by the Client in favor of the Service Provider by transferring the corresponding amount using the methods supported by the Service Provider. The Service Provider is entitled to independently determine the list of such methods, informing the Client by publishing the current list on the Website or by other means. Detailed payment and refund rules are contained in Appendix No. 1 to this Agreement.

4.4. The Client is entitled to pay for the Service Provider's Services using credit funds that may be provided to the Client by the respective bank (hereinafter – the credit). The Parties acknowledge and agree that this Agreement is not a credit agreement, the Service Provider is not a creditor, and bears no corresponding obligations to the Client. The Client acknowledges and agrees that the credit is provided to the Client on the terms established by the respective bank. The Service Provider is not responsible for the terms of the bank's credit to the Client, including interest amounts and charges, or for the bank's refusal to provide the credit. The Client fulfills obligations to the bank related to the credit independently.

4.5. The date of service/product delivery is the date on which the Client is provided with the service/product; accordingly, the Services/product are deemed rendered to the Client.

5. Liability of the Parties. Limitation of Liability

5.1. In the event the Client breaches the terms of the Agreement, the Client is obligated to pay a fine of 1,000 soms for each violation on an extrajudicial basis upon the written demand of the Service Provider.

5.2. In the event the Client breaches the terms of this Agreement, the Service Provider is entitled to deactivate the Client's access to the Personal Account and block the Client's access to the Website without refunding the paid funds.

5.3. In the event of an installment (deferred) payment plan and the Client's failure to meet the payment deadlines, the Service Provider is entitled to demand that the Client pay a penalty of 0.1% of the overdue payment amount for each day of delay. The Client must pay the penalty within 15 (fifteen) calendar days of receiving the Service Provider's claim (notice).

5.4. The Service Provider is not liable for:

- the content of information posted in messenger chats (WhatsApp, Viber, Telegram) created at the initiative of users, including the Client;
- the use by third parties of personal data that the Client discloses in such chats;
- the quality of the Internet connection and the functioning of the Client's equipment and software;
- any mismatch between the technical specifications of the Client's equipment and the requirements for accessing the Platform materials, if such requirements have been established;
- any discrepancy between the Services provided under the Agreement and the Client's expectations. The Client's subjective assessment is not an objective criterion for the quality of Services;
- errors and inaccuracies made by the Client when using the functionality of the Website (including, but not limited to, incorrect data entry when placing a service order, and similar circumstances);

- the use (inability to use) and any consequences of the use (inability to use) by the Client of the payment method chosen by the Client for the services under the Agreement;
- actions (inaction) of banks or third parties involved in payment processing or refund of funds in the established cases.

5.5. The Service Provider makes all reasonable efforts to prevent failures and disruptions in the operation of the Website but does not guarantee its uninterrupted operation and shall not be liable or compensate losses arising or potentially arising from technical failures and interruptions in the provider's operation, other persons or services, restriction of Internet access for any reason, the Client's failure to secure access credentials to their Personal Account, and other circumstances beyond the Service Provider's competence.

5.6. Neither Party shall be liable for the full or partial non-performance of its obligations if such non-performance is a consequence of force majeure events (including but not limited to fire, flood, earthquake and other natural disasters, strikes, war and military actions, epidemics, pandemics, or other circumstances beyond the Parties' control) that prevent the performance of this Agreement and arose after its conclusion.

5.7. If the Client fails to perform (improperly performs) their obligations under the Agreement, including the obligations specified in para. 4.2 of the Agreement, the Service Provider is entitled to terminate this Agreement by means of a unilateral extrajudicial refusal to perform it by sending a termination notice via email to the address previously used by the Service Provider to send access credentials. The Agreement terminates on the date the Service Provider sends the corresponding notice or within the timeframe specified in the notice, and access to materials is deactivated within the same timeframe.

6. Intellectual Property. Confidentiality

6.1. In the course of providing Services, the Client is granted access to the intellectual property of the Service Provider and/or third parties with whom the Service Provider has entered into relevant agreements (hereinafter – the Intellectual Property). Intellectual Property includes the results of intellectual activities of the Service Provider and/or third parties, including but not limited to audiovisual materials, software, LMS (learning management system), methodological and/or reference materials, assignments, and information resources.

6.2. With respect to Intellectual Property, the Client is obligated to:

- refrain from any actions that infringe the rights of the Service Provider and/or third parties to the Intellectual Property, in particular, not to copy, record, reproduce, replicate, distribute in any form, adapt, or use to create derivative works any Intellectual Property without the written permission of the Service Provider;
- immediately inform the Service Provider of any known facts of infringement of the intellectual property rights of the Service Provider and/or third parties;
- not provide their authentication data for access to the account or Personal Account on the Website to third parties. In the event of loss or unauthorized access to login credentials by third parties, the Client undertakes to immediately notify the Service Provider by sending a notice to: support@fusion-ai.app. Until such notice is sent, all actions are deemed performed by the Client.

6.3. Any information related to the Service Provider's provision of services that has not been published by the Service Provider in open access and is not publicly available is considered confidential. The Client undertakes not to disclose confidential information or other data provided by the Service Provider during the provision of services (except for publicly available information) to third parties without the Service Provider's prior written consent.

6.4. The Service Provider has the right to use in its marketing and/or advertising materials objects created by the Client during use of the Platform, as well as to mention the Client as a user of the Software and a customer.

7. Miscellaneous Provisions

7.1. The Client confirms that they are legally competent and have reached the age required under the legislation of the Kyrgyz Republic to enter into transactions using the Website.

7.2. The Client confirms awareness of and unconditionally agrees that the provision of Services may be refused in the following cases:

- failure of the Bank or electronic payment system to authorize the payment;
- the Client's initiation of a refund procedure in the cases and manner provided for in the Agreement;
- other cases provided for by the legislation of the Kyrgyz Republic or this Agreement.

8. Final Provisions

8.1. This Agreement is deemed concluded from the moment the Client completes the actions specified in para. 2.4 of the Agreement and remains in effect until the Parties have fulfilled their obligations.

8.2. The Service Provider is entitled to amend the terms of this Agreement, introduce new terms or appendices to this Agreement without prior notice to the Client. The Client, being aware of the possibility of such changes, agrees that they will be made. If the Client continues to perform this Agreement, including using the Website and/or the "Fusion AI" online platform after such changes, this constitutes their consent to such changes.

8.3. The text of amendments and/or additions to this Agreement, or its new version, shall be communicated by the Service Provider by posting the relevant information on the Website.

8.4. The Parties unconditionally agree that silence (the absence of written notices of disagreement with individual provisions of this Agreement, including changes to tariffs) is deemed the Client's consent and accession to the new version of this Agreement.

8.5. This Agreement may be terminated by mutual agreement of the Parties. Each Party has the right to unilaterally withdraw from this Agreement by sending a notice to the other Party via the Personal Account or by email no later than 15 (fifteen) calendar days before the planned termination date.

8.6. If any provision of this Agreement becomes invalid, is deemed unlawful, or is excluded from this Agreement, this shall not affect the validity of the remaining provisions, which shall remain in full force and effect and binding on the Parties.

8.7. All matters not regulated by this Agreement shall be governed by the applicable legislation of the Kyrgyz Republic.

8.8. All disputes, claims, and disagreements that may arise between the Parties shall be resolved through negotiations. If disputes cannot be settled through negotiations, the Parties shall apply to the court in accordance with the applicable legislation of the Kyrgyz Republic, subject to mandatory pre-trial dispute resolution. The Party that believes its rights under the Agreement have been violated must submit a claim to the other Party. A claim is deemed properly submitted if sent to the other Party by any means that allows identification of the sender and confirmation of receipt. The return of correspondence indicating the absence of the recipient does not preclude recourse to the court. The Party that has received the claim shall notify the other Party in writing of the results of its review within 10 (ten) business days of receipt. Failure to receive a response or reasoned objections to the claim within the

specified period is treated as acceptance of the claim and the circumstances set forth therein.

8.9. The Parties recognize the legal force of documents sent by electronic means of communication or via the Personal Account on the Website.

8.10. The Client gives consent to the Service Provider to process the Client's personal data provided when applying for the Service Provider's services and/or during registration on the Website, as well as in the Personal Account, on the terms provided for in the Personal Data Processing Policy published on the Website.

8.11. The Client gives consent to the Service Provider to use the Client's reviews about the Service Provider and the Services provided, posted by the Client on the Internet, including in the Service Provider's official social media groups, without indicating the Client's full name and without using the Client's image, in any manner including but not limited to adaptation, abridgment, and modification that does not distort their meaning, for the purpose of posting such reviews on the Service Provider's official websites, social media pages, in advertising and other materials, and in informational mailings to the Service Provider's clients. This consent is effective from the date of the Agreement. This consent may be revoked by the Client at any time by sending a written statement to the Service Provider's address specified in the Agreement.

8.12. The Client gives consent to the Service Provider to receive from the Service Provider messages of an advertising nature, informational mailings about products and services of the Service Provider and its partners, promotional offers, discounts, sweepstakes, contests, surveys, sent to the Client's email address, phone number (including via messengers such as Viber, Telegram, WhatsApp), postal mail, SMS, push notifications, as well as verbal communication of such information by phone.

9. Party Details

9.1. The Parties agree that the Client's details shall be the information provided by the Client during registration on the Website and/or when applying for access and/or when paying for the Service Provider's services.

9.2. Service Provider's Details:

Fusion AI LLC

Address: Kyrgyz Republic, Bishkek, 183 Dzhunusaliev St., Apt. 33

TIN: 02207202510267

Bank Account: 1030120005965835

BIC: 103001

Bank: Head Office of OJSC MBank, 720010

Appendix No. 1

to the Public Contract for the Paid Provision of Services

Payment and Refund Rules

These Payment and Refund Rules (hereinafter – the Rules) govern relations between the Service Provider and the Client related to the payment for services under the Agreement and the refund of the paid cost of services in the event of early termination of the Agreement.

1. The final cost of Services is determined based on the product/service selected by the Client. Payment for Services is made by non-cash transfer using one of the methods indicated on the Website, at the Client's choice, by crediting funds to the Service Provider's account.
2. When paying on the Website or via the Personal Account, the following are accepted: VISA, MasterCard, ELCART cards, as well as electronic wallets. Payment transfers are made in accordance with the Rules of the international payment systems Visa and MasterCard (hereinafter – the payment systems) on the principles of confidentiality and security of payment transactions using modern verification, encryption, and data transmission methods through secure communication channels. For questions regarding the rules and procedures for making payments via payment systems, the Client shall follow the rules of the respective payment systems and contact the operators of the respective payment systems directly for clarification and consultation. The Service Provider reserves the right to provide informational support regarding payment for Services through payment systems within its competence; however, nothing in this Appendix obliges it to provide such support, guarantee the completeness of information provided, or bear any consequences of the Client's choice of payment method and/or payment system.
3. To pay for Services with a Visa or MasterCard bank card, when selecting the payment method, click the "Pay by Bank Card" button, and to complete the payment, click the "Pay" button.
4. Payment for the order is processed after redirection to the secure payment page of the payment system operator and/or the respective bank for entering bank card details. The connection to the payment page and data transmission are carried out in a secure mode using 3D Secure technology. On the bank card data entry page, the Client must enter: card number, cardholder name, card expiration date, and the three-digit security code (CVV2 for VISA or CVC2 for MasterCard). All necessary data are printed on the card itself. The three-digit security code consists of three digits located on the back of the card. If the Client's bank supports MasterCard SecureCode or Verified by Visa secure Internet payment technology, a special password may be required to complete the payment.
5. The Client's bank card details are not stored on the Service Provider's server or the Website; the Service Provider has no access to the Client's payment details. The confidentiality of the information provided by the Client, including personal data and payment details, is ensured by the operator of the respective payment system and/or the Client's bank. The information entered by the Client, including payment details and bank card data, is not disclosed to third parties except in cases provided for by the legislation of the Kyrgyz Republic.
6. Payment may be declined by the bank in the following cases:
 - 6.1. The bank card is not intended for Internet payments. The Client may verify this by contacting the issuing bank.
 - 6.2. Insufficient funds on the bank card. The Client may check the available balance by contacting the card-issuing bank.
 - 6.3. Bank card details were entered incorrectly.

- 6.4. The bank card has expired. The expiration date is usually indicated on the front of the card. The Client may verify this by contacting the card-issuing bank.
7. The Service Provider does not control the hardware and software systems of the payment system and/or bank. If, as a result of any errors, the Client's funds were debited but the payment was not authorized by the payment system and/or bank, the obligation to refund the Client's funds lies with the payment system operator and/or the respective bank.
8. A refund of funds paid by the Client may be made in the following cases:
- 8.1. The Service/product was not provided due to the fault of the Service Provider within the established timeframe.
- 8.2. The Client submitted a notice of termination of the Agreement and a refund request before the commencement of service delivery.
- 8.3. In the cases specified in para. 14 of this Appendix.
9. A full or partial refund of funds paid by the Client is made by the Service Provider on the basis of a written application from the Client sent to the Service Provider's email at support@fusion-ai.app, with subsequent delivery of the original to the Service Provider's postal address: Kyrgyz Republic, Bishkek, 1/2 Gorky Street, "Technopark", Office 2-15. The Service Provider may require the Client to complete an approved refund application form.
10. If the Client withdraws from the Agreement before the Service Provider delivers the product/service, excluding payments made using credit funds, the Service Provider refunds the Client 100% of the amount paid.
11. If the Client withdraws from the Agreement before the Service Provider delivers the product/service that was paid for using credit funds, the Service Provider refunds the funds to the respective bank, less any commissions withheld by the bank from the Service Provider. The Service Provider is not responsible for and does not reimburse the Client for the interest accrued on the credit funds payable by the Client to the bank under the Client's agreement with the bank.
12. If the Client withdraws from the Agreement within 30 (thirty) calendar days from the date of delivery of the product/service by the Service Provider, the Service Provider refunds the Client 50% of the amount paid. If the product/service was paid for using credit funds, the Service Provider refunds the funds to the respective bank, less any commissions withheld by the bank from the Service Provider. The Service Provider is not responsible for and does not reimburse the Client for the interest accrued on the credit funds payable by the Client to the bank under the Client's agreement with the bank.
13. For the avoidance of doubt: in the event the Client refuses services paid for using credit funds (banking products – consumer loans, installment plans, etc.), the refund amount and the Service Provider's expenses are calculated based on the amount of funds received by the Service Provider from the bank as payment for services rendered to the Client.
14. If the Client withdraws from the Agreement after more than 30 (thirty) calendar days from the date of delivery of the product/service by the Service Provider, no refund shall be issued.
15. The refund is made to the account from which the payment was originally made, within up to 30 days from the date of receipt of the Client's Application (the specific refund period depends on the bank that issued the Client's bank card).
16. In the event of a change in the Client's payment details, or when the services were paid for by a banking institution using credit funds, the Client is obligated to specify bank details for the refund in the Application. If the Client fails to specify bank details, the Service Provider is not responsible for incorrect and/or untimely transfer and/or non-transfer of funds to the Client's payment details provided by the Client at the time of payment.