

PUBLIC SERVICE AGREEMENT

Individual Entrepreneur Roman Cheverda, hereinafter referred to as the "Contractor," acting on the basis of the Certificate of State Registration No. 291838700 dated April 23, 2024, hereby publishes this Public Agreement, constituting a public offer addressed to an individual, legal entity, or any other indefinite circle of persons, hereinafter referred to as the "Client," who accepts the offer and expresses the intention to consider themselves bound by the Agreement by performing, including conclusive actions, necessary for the Contractor to provide the relevant services (offer acceptance).

This offer, in accordance with Articles 405 and 407(2) of the Civil Code of the Republic of Belarus, constitutes a Public Agreement and is considered concluded in simple written form upon fulfillment of the acceptance procedure (Articles 404 and 408 of the Civil Code of the Republic of Belarus). Unconditional acceptance (acceptance) of the terms of this Agreement by the Client is considered the provision of data necessary for the execution of obligations under the Agreement.

By providing the Contractor with the required information and documents electronically and making payment for the service, the Client accepts and agrees to all the terms set forth in this Agreement and the information posted on the Website at the time of acceptance. The service may be requested via Viber, Telegram, WhatsApp, WeChat, and/or through the Contractor's Website. The fact of acceptance by the Client is confirmed by placing the order and paying for the service using online resources (ERIP, bePaid) or non-cash payment methods.

Each Party guarantees to the other Party that it possesses the corresponding legal capacity and all other rights and powers necessary to enter into and perform this Agreement. The Contractor reserves the right to make amendments to this Agreement and the information on the Website.

1. SUBJECT OF THE AGREEMENT

1.1. The Client entrusts, and the Contractor undertakes, to provide consulting services regarding entry rules and conditions, stay duration, necessary documents, and to prepare the package of documents required to obtain the relevant entry visa from the Embassy (Consulate, Visa Center) of a foreign state or any other authorized division of a foreign embassy. The Client undertakes to accept and pay for the services in accordance with the terms of this Agreement.

Based on the information and documents provided by the Client, the Contractor prepares the required visa documents and submits them in accordance with the rules of the visa-issuing state, including, if necessary, obtaining hotel booking confirmations, invitations, or travel tickets for the Client.

1.2. Under this Agreement, in accordance with the legislation of the Republic of Belarus, the Client authorizes the Contractor, if necessary, to make payments on behalf of the Client or individuals for whom the visa is requested, to receive documents due to such persons, and, if necessary, to sign on behalf of the Client or such persons, submit applications, and perform other actions required for the execution of this Agreement.

1.3. The Client is informed that consular authorities have the right to refuse a visa, request additional information or documents, require amendments to submitted documents, delay processing, or determine visa validity periods at their discretion. These circumstances do not constitute non-performance or improper performance by the Contractor and are payable in full under clause 3.1 of this Agreement.

1.4. The Contractor does not guarantee the issuance of the requested visa type, duration, or stay days, as visa issuance is entirely within the competence of the relevant consular authority.

1.5. The Client confirms that they have the authority to provide the Contractor with personal data of the persons for whom they act.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Contractor Obligations

2.1.1. Provide services in accordance with the terms of this Agreement and the requirements of the Embassy (Consulate, Visa Center).

2.1.2. Provide all available information on the requested visa, request documents and information known from experience, including non-public sources.

2.1.3. Recommend, based on experience, the procedure for document submission, border crossing, and notify of other relevant nuances.

2.1.4. Timely inform the Client of delays, refusals, changes in submission requirements, or emergency circumstances affecting the service.

2.1.5. Execute the assignment personally or involve third parties if necessary.

2.1.6. Ensure confidentiality of Client-provided information except when disclosure is required by Belarusian law.

2.1.7. Use personal data only for visa processing for the requested country, ensuring confidentiality and data security.

2.1.8. Refund payments upon written request if work has not commenced within 30 calendar days of order submission.

2.2. Contractor Rights

2.2.1. Terminate the Agreement unilaterally if the Client fails to provide required documents within the stipulated time or refuses the services, notifying the Client in writing or via electronic communication; payments are non-refundable.

2.2.2. Retain prepared document packages until full payment is received.

2.3. Client Obligations

2.3.1. Provide accurate information and documents within one calendar day and update them if necessary.

2.3.2. Recognize that submission of outdated or incorrect data constitutes a separate service, payable according to the Contractor's price list.

2.3.3. Timely and fully pay for services.

2.3.4. Follow Contractor recommendations (clause 2.1.3).

2.3.5. Comply with changes in Belarusian legislation or consular requirements; otherwise, the Agreement terminates, and the Client reimburses incurred expenses.

2.4. Client Rights

2.4.1. Receive updates on service progress.

2.4.2. Terminate the Agreement unilaterally with one calendar day's notice. If documents have already been prepared and submitted, the service is considered performed, and funds are non-refundable.

3. PAYMENT AND SETTLEMENTS

3.1. The Client pays the Contractor in Belarusian rubles. Non-residents may pay in RUB/USD/EUR, etc., according to the Contractor's price list on the Website.

3.2. Payment is made on the day of Agreement execution via non-cash methods (ERIP, bePaid).

3.3. Client reimburses other expenses incurred during service execution with supporting documents.

3.4. The Contractor begins work after receiving all necessary data and documents.

3.5. Service execution period is 10 working days after all required documents are provided.

4. LIABILITY OF THE PARTIES

4.1. The Client bears full legal and financial responsibility for the accuracy and timeliness of the information and documents provided. In the event the Client provides false, incomplete, or inaccurate information or documents, or fails to provide the required information within 15 calendar days, the Agreement shall be terminated, and the Contractor shall be released from any obligations undertaken. The Client shall reimburse the Contractor for all incurred expenses.

4.2. The Client is responsible to the Contractor and third parties for any material damage caused as a result of non-performance or improper performance of this Agreement, except as provided otherwise in this Agreement. In such cases, the Client undertakes to pay the Contractor the full fee stipulated in clause 3.1 of the Agreement.

4.3. In the event of unilateral refusal by the Client from the services, the Client shall pay the Contractor for the actually incurred expenses related to the performance of obligations under this Agreement, in the amount of the consultation fee, which constitutes 50% of the total contract price. If the Client refuses after the document package has been prepared and submitted to the Embassy (Consulate, Visa Center), the service shall be considered completed by the Contractor.

4.4. The re-submission of documents by the Contractor to the Embassy (Consulate, Visa Center) constitutes a separate service, payable according to the Contractor's established price list.

4.5. In the event of visa refusal, extension of document processing time, or changes in visa issuance conditions, the Contractor shall not be liable to the Client or third parties, and payments shall not be subject to refund or compensation.

4.6. The Contractor is not responsible to the Client in the event the Client fails to provide necessary documents or provides them untimely, or in the case of knowingly false or inaccurate information, documents, concealment of visa regime violations, or refusal of a visa not due to the Contractor's fault. In such cases, the Client undertakes to pay the Contractor the fee stipulated in clause 3.1 of this Agreement.

4.7. The Contractor shall not be liable for decisions or interventions of government authorities, changes in legislation or regulations, as well as actions of consular, diplomatic, border, customs, or migration services, including changes in consular fees.

4.8. The Contractor shall not be liable for prematurely purchased tickets or other actions or arrangements (negotiations, contract signing, prepaid hotel accommodations, etc.) that may not take place due to visa refusal, delays in issuing travel documents, or rescheduling of visa issuance. The Contractor is released from liability for losses incurred directly or indirectly by the Client during the service period, including travel expenses; if necessary, accommodation expenses are fully payable by the Client without recourse to the Contractor.

4.9. The Contractor and the Client are exempt from liability for partial or full non-performance of obligations under this Agreement if such non-performance is caused by force majeure or circumstances beyond control: earthquakes, floods, fires, typhoons, epidemics, strikes, transportation restrictions, trade bans with certain countries, or other events not dependent on the parties. These events must be extraordinary, unforeseen, and unavoidable, occurring after the Agreement is concluded. In the event of force majeure, the affected party must immediately notify the other party in writing. The execution period under this Agreement shall be extended proportionally to the duration of such circumstances.

4.10. The Parties unconditionally agree that in the event of non-performance or improper performance of services by the Contractor, the Contractor shall refund the Client 100% of the amounts paid for the services.

5. ADDITIONAL CONDITIONS

5.1. This Agreement comes into force upon the Client making payment to the Contractor.

5.2. If, during the execution of the assignment, an additional obstacle arises in the preparation of documents that cannot be resolved through no fault of the Contractor, the Contractor has the right to unilaterally terminate the Agreement or, with the Client's consent, make corresponding amendments to the Agreement.

5.3. The Parties shall endeavor to resolve any disputes or disagreements that may arise during the performance of this Agreement or in connection with it through negotiations. Disputes not resolved through negotiations shall be submitted to the competent court in accordance with the current legislation of the Republic of Belarus. The Parties shall comply with the mandatory pre-trial dispute resolution procedure (claim).

5.4. Documents transmitted via the global computer network (Internet), email, or messengers, signed by one of the Parties, shall have legal force and are recognized by the Parties as valid.

6. LEGAL ADDRESSES AND DETAILS

Contractor: Individual Entrepreneur Roman Cheverda

Legal Address: Belarus, 225710, Pinsk, 60 Let Oktyabrya St., 38, apt. 30

Postal Address: Belarus, 220028, Minsk, Romenskaya St., 5, apt. 20

REG: 291838700 VAT: 291838700

e-mail: openevisa@gmail.com

Tel: +375293314441