

PUBLIC OFFER AGREEMENT

This Offer from **Individual Entrepreneur NIDZHAT RAGIMOV (ID: 306424134, registered on 12/07/2023 with the LEPL National Agency of Public Registry) tel.: +995 591 110 456**, published on the website <https://jukebox.team/> (hereinafter referred to as the "**Service Provider**"), is addressed to the visitors of establishments using this service (hereinafter referred to as the "**Guest**") and constitutes an offer to enter into an Agreement for leaving tips and ordering a musical composition, as well as defining the main conditions for the provision of these services.

By acting with the intent to leave a tip and/or order a musical composition, the Guest accepts the terms of this Agreement (hereinafter referred to as the "Agreement") under the following conditions.

1. DEFINITIONS

1.1. **Public Offer** – a public proposal from the Service Provider addressed to an indefinite number of persons to enter into an Agreement for the provision of services remotely, under the conditions contained in this Offer.

1.2. **Tip** – a voluntary gratuity left by the Guest for the staff of the establishment using the service, without any obligations on the part of the Service Provider regarding its use.

1.3. **Musical Composition Order** – a service in which the Guest selects a musical composition from the provided catalog and pays for its playback in an establishment using the service. Playback is carried out in the order determined by the system.

1.4. **Payment System** – tools and services through which the Guest makes payments for tips and musical composition orders.

1.5. **Catalog of Musical Compositions** – a list of tracks available for order, approved by the Service Provider. The Service Provider reserves the right to make changes to the catalog without prior notice to the Guest.

2. GENERAL PROVISIONS

2.1. The Guest leaves a tip and/or orders a musical composition via the Service Provider's website, mobile application, special terminal in the establishment, or other available methods approved by the Service Provider.

2.2. By paying for a tip or ordering a musical composition, the Guest confirms their acceptance of the terms of this Offer.

2.3. The Service Provider is not obligated to report to the Guest on the use of tips and reserves the right to distribute them at its discretion.

2.4. The Service Provider has the right to refuse playback of a selected composition in case of:

- Technical limitations;
- Incompatibility with the overall concept of the establishment;
- A queue of previously paid musical compositions;
- Violation of the establishment's rules.

2.5. In the event of technical failures preventing playback, the Service Provider will attempt to restore the service or compensate the Guest in another form agreed upon.

3. SERVICE COST AND PAYMENT PROCEDURE

3.1. The tip amount is determined by the Guest independently and is voluntary.

3.2. The cost of ordering a musical composition is set by the Service Provider and displayed on the website, mobile app, or terminal.

3.3. The Service Provider has the right to change service prices unilaterally by notifying via accessible platforms.

3.4. Payment is made through payment systems specified on the Service Provider's website.

3.5. The Guest is responsible for the accuracy of the entered payment details. No refunds are provided in case of user error.

4. SERVICE CANCELLATION AND REFUND POLICY

4.1. Tips are non-refundable after payment is made.

4.2. A refund for a musical composition order is possible only if the Service Provider has not fulfilled the order due to technical reasons. Refunds are processed within five (5) business days upon request.

4.3. The Service Provider is not responsible for changes in playback timing or dissatisfaction with the chosen song after it has been played.

5. LIABILITY OF THE PARTIES

5.1. The Service Provider is not responsible for technical failures of payment systems.

5.2. The Service Provider is not responsible for any dissatisfaction of the Guest with the played composition.

5.3. The Guest is responsible for the correctness of the data entered when making a payment.

5.4. The Service Provider is not liable for playback interruptions caused by force majeure events (e.g., power outages, equipment failures, third-party actions).

6. MISCELLANEOUS

6.1. By entering into this Agreement, the Guest confirms full awareness and acceptance of its terms.

6.2. The Service Provider has the right to unilaterally amend the terms of this Offer without prior notice. The current version is published on the website.

6.3. The Agreement is deemed concluded at the moment the Guest makes a payment.

6.4. In the event of disputes, the parties will attempt resolution through negotiations. If not resolved, disputes shall be considered in accordance with the applicable laws of the Service Provider's location.