

# Description of goods and services

Apr 10, 2020

**Note:** This document covers only the section (subdomain) of the web page <https://investment.skillsplace.net/>

## 1. Goods

1.1. This section of the website does not provide for the sale of any goods or material values. On this webpage we **do not sell any goods** or material values.

## 2. Services

2.1. In this section we (Skillsplace, the owner of Skillsplace - A.Denys) provide only one type of service - **collection of the donations**.

2.2. A **donation** is a gift to benefit a cause (Skillsplace development). A donation may take various forms, including money, alms, services or goods. Charitable donations of goods or services are also called gifts in kind.

2.3. Donation collection on this web page is organized through **Fundraising**. Fundraising is the process of asking for contributions from individuals, companies, and foundations. Skillsplace can fundraise through a variety of digital and traditional communication methods.

2.4. Donations are given without return consideration. This lack of return consideration means that, in common law, an agreement to make a donation is an "imperfect contract void for want of consideration".

2.5. The person or institution giving a gift is called the **donor**, and the person or institution getting the gift is called the **donee**.

2.6. Skillsplace provides donations in the following forms:

2.6.1. Direct Mail Donations - the donations made by direct mail, usually in the form of checks. On this webpage we **do not accept direct mail donations**. If you want to make a donation in the form of direct mail, you should contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com), to clarify all the details of sending and receiving.

2.6.2. In-Kind Donations are contributions of products or services that companies, individuals give to Skillsplace. On this webpage we **do not accept in-kind donations**. To agree on the details of this form of donation, you should contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com).

2.6.3. **Online donations** are contributions that a donor makes via a Skillsplace online donation page. These donation forms **use dedicated payment processing tools** to directly transfer funds to Skillsplace bank account (the final recipient).

2.6.3.1. Online donation collection is a service provided by the Skillsplace website for collecting, concentrating and accumulating funds on the bank account of the company (its owner), as well as at their further disposal (spending) on the needs of the company aimed on Skillsplace developing.

2.6.3.2. Online donation collection is organized only at <https://investment.skillsplace.net/donations>. A tool for collecting donations is a third-party payment system (whose logos are always indicated at the bottom of the webpage at the footer).

2.6.3.3. To reduce the tax burden, fundraising is organized through the bank account of the owner of Skillsplace (intermediate recipient).

2.6.3.4. The collection of online donations at Skillsplace is strictly limited to special branches (payment details) aimed at developing the specific industry of Skillsplace:

2.6.3.4.a. Donations aimed at increasing the capacity of Skillsplace servers - type of service on the Skillsplace webpage, aimed at fundraising and their subsequent expenses at enhancing the technical qualities of our server equipment, their quantitative and qualitative indicators.

2.6.3.4.b. Donations aimed at developing their own Skillsplace application for smartphones (mobile OS Android™, iOS™) - type of service on the Skillsplace webpage, aimed at fundraising and their subsequent expenses at paying for the work and services to create a mobile application for the Skillsplace website

2.6.3.4.c. Donations aimed at linguistic translation of content on Skillsplace into other languages - type of service on the Skillsplace webpage, aimed at fundraising and their subsequent expenses at payment for work, services of content translation (collection of donations into languages - French, Deutsch, Spanish, Italian, Russian, Ukrainian).

2.6.3.4.d. Donations aimed at Skillsplace office development - type of service on the Skillsplace webpage, aimed at fundraising and their subsequent expenses at payment of current expenses of Skillsplace (payment for hosting, domain, direct phone numbers, Internet access, fees for using licensed programs and applications, and so on).

2.6.4. Event donations are contributions that supporters make during a fundraising event such as a gala, walkathon, or charity auction. On this page we **do not accept event donations**. To agree on the details of this form of donation, you should contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com).

2.6.5. Peer-to-peer fundraising is usually tied to an event like a marathon or walkathon and requires supporters to reach out to their friends, family members, and coworkers to ask for donations. On this page we **do not accept peer-to-peer donations**. To agree on the details of this form of donation, you should contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com).

2.7. Fundraising for donors can occur anonymously or publicly.

2.7.1. Anonymous donation implies a donation of funds without indicating personal data, such as payment details, name and surname of the sender. If the donor wishes to remain unknown, he should indicate the subscription in the payment designation "Anonymous donation". Also, the sender can send a cover letter by email:

[ad789087@outlook.com](mailto:ad789087@outlook.com), indicating the details of the payment and the postscript "Anonymous donation."

2.7.2. A public donation involves making the payment publicly known to the public. The donor can independently choose the form of such publicity for the public, as well as the time and place. However, if the donor wishes to have Skillsplace representatives on public event, the donor should first agree on such event by email: [ad789087@outlook.com](mailto:ad789087@outlook.com).

2.8. The donor has the right to choose the amount of donations and their intended purpose at their own discretion. If the purpose of the donation is different from paragraphs 2.6.3.4.a. - 2.6.3.4.d. of this description, the donor should contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com), to clarify the details of the payment and issue the correct invoice.

### **3. Final goals and achievement of the limit of accumulated amounts**

3.1. The final goal of donations is to achieve the necessary amounts for each donation branch.

3.1.1. The necessary amount for the implementation of the branch in paragraph 2.6.3.4.a. - \$ 10,000 (with the calculation of the purchase of 4 servers).

3.1.2. The necessary amount for the implementation of the branch in paragraph 2.6.3.4.b. - \$ 5,000 (with a calculation of \$ 2,500 per application platform).

3.1.3. The necessary amount for the implementation of the branch in paragraph 2.6.3.4.c. - \$ 3,000 (with a calculation of \$ 500 per one language).

3.1.4. There is no necessary amount for the implementation of the branch in paragraph 2.6.3.4.d. Fundraising in this branch will be closed after achievement of \$ 10,000.

3.1.5. Excessive balance of funds on paragraphs 2.6.3.4.a. - 2.6.3.4.c. will be automatically summarized to paragraph 2.6.3.4.d.

3.1.6. In the event of an overabundance of funds on all paragraphs, Skillsplace reserves the right to use excess funds for advertising and promoting its own web platform on the Internet.

3.1.7. In case of failure to achieve the required amount in paragraphs 2.6.3.4.a. - 2.6.3.4.c., Skillsplace reserves the right to order with final amounts according to their original purpose, while reducing performance. In other words, the company has the right to purchase lower-quality servers or a smaller number of them (2.6.3.4.a.), the company has the right to seek an application development contractor for a lower fee (2.6.3.4.b.), the company has the right to seek a contractor for the translation of content for a lower fee (2.6.3.4.c.).

3.1.8. In the case of a complete shortage of funds and the inappropriateness of their use based on their original purpose, the company will return the money back to donors.

### **4. Deadlines**

4.1. Fundraising deadlines. For all paragraphs of this description, fundraising will last **until Dec 31, 2020**.

4.1.1. If the collection of funds for a specific paragraph reaches the final goal before Dec 31, 2020, Skillsplace will immediately begin to fulfill its responsibilities under this paragraph.

4.2. The deadlines for the implementation of the work and the obligations assumed under the paragraphs. After reaching the final goals for a specific paragraph (collecting the necessary amount) or in case of the deadline for collecting funds, the company will immediately begin to fulfill its obligations based on specific paragraphs:

4.2.1. For paragraph 2.6.3.4.a. the term for the performance of work (obligations) shall not exceed 3 months.

4.2.2. For paragraph 2.6.3.4.b. the term for the performance of work (obligations) shall not exceed 6 months for each platform.

4.2.3. For paragraph 2.6.3.4.c. the term for the performance of work (obligations) shall not exceed 1 month for each language.

4.2.4. For paragraph 2.6.3.4.d. the term for the performance of work (obligations) shall not exceed three business days from the moment the necessary amount is accumulated for a specific action (For example, after the accumulation of \$ 10 in the company's account and the emergence of a specific need, Skillsplace has the right to pay access to the Internet for 1 month of the company's servers, if the cost of the provider's tariff plan is equivalent to \$ 10 per month).

4.3. In case of failure to complete the work (obligations) within the declared deadline, the company reserves the right to extend the fulfillment of its obligations for a reasonable period.

4.4. Upon completion of work (fulfillment of obligations) or the onset of deadline, the company writes a detailed report on the work done according to the "Reports" section presented in this description.

## **5. Currency**

5.1. The company conducts all cash transactions in US dollars (\$).

5.2. Fundraising takes place on the company's dollar account.

5.3. If your national currency is not US dollars, it will be automatically converted into US dollars at the exchange rate of the bank account of the company at the time the funds are credited to the Skillsplace card account.

5.4. A complete list of supported national currencies can be found on the Skillsplace website in the "Documentation" section (<https://investment.skillsplace.net/documentation>) in the "Payment details" subsection.

## **6. Reports**

6.1. Upon completion of work (obligations) or after a specified deadline, Skillsplace draws up a report about the performed work.

6.2. If the work was completed in full and on time, the company draws up a **final report**. In the event that the deadline has come to an end and the work is not finished, Skillsplace draws up an **interim report** on the work already completed.

6.2.1. The final report must contain: 1. The final amount of funds. 2. Name of the goods and / or services that were purchased by the company with the collected money. 3. Receipts, checks and other fiscal documents. 4. Copies of contracts, if any (necessary). 5. The specific improvements that have been obtained.

6.2.2. The interim report should contain: 1. The final amount of funds. 2. Name of the goods and / or services that were purchased by the company with the collected money. 3. Receipts, checks and other fiscal documents. 4. Copies of contracts, if any (necessary). 5. The specific improvements that have been obtained. 6. types of work that could not be done. 7. Projected deadlines for completing all work.

6.2.2.1. After completion of all work (obligations), the interim report is supplemented by a final report, which includes all items from paragraph 6.2.1.

## 7. Force Majeure

7.1. Force majeure - meaning "superior force", is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract.

7.2. In the event of the circumstances set forth in paragraph 7.1., all the periods set forth in paragraph 6. shall be suspended and renewed only after the full completion of the circumstances described in the paragraph "Force Majeure".

7.3. In the event that the circumstances specified in paragraph 7.1. somehow interfere with the normal and / or reasonable fulfillment of the obligations referred to in paragraphs 2.6.3.4.a. - 2.6.3.4.c., Skillsplace reserves the right to refuse to fulfill all obligations undertaken unilaterally. In this case, donations are not refundable.

## 8. Gifts

8.1. Skillsplace have chose the way to give back to the donors community in the form of gifts. Under a "gift" means a certain response to donations.

8.2. The tariffs and the sizes of gifts can be found on the Skillsplace website in the "Documentation" section (<https://investment.skillsplace.net/documentation>) in the "Gifts" subsection.

8.3. The company assumes all costs associated with the manufacture, packaging and delivery of gifts to the specified address.

8.4. The company is not liable for damage or loss of a gift during transportation, and the transportation process itself is regulated by a separate agreement with the carrier and the company.

8.5. Skillsplace reserves the **exclusive right to change** the characteristics, qualities, materials from which will be used in the manufacture of **gifts**, as well as their types, sizes, cost unilaterally, without notifying each donor separately.

## 9. Rights and Obligations

### 9.1. Donor Rights

9.1.1. Donations are purely voluntary and do not cause any commitment from donors.

9.1.2. If the donor made a donation to Skillsplace development, he will have the right at any convenient moment to find out the further fate of his funds and how or in what form the company disposed of them. To do this, he needs to contact us by email: [ad789087@outlook.com](mailto:ad789087@outlook.com), where in the letter indicate the details of the transaction marked "Clarification of destiny of funds".

9.1.3. The donor is entitled to a refund of his donations. Details can be found on the Skillsplace website in the "Documentation" section (<https://investment.skillsplace.net/documentation>) in the "Refund policy and customer warranties" subsection.

9.1.3. he donor has the right to contact the company for a detailed explanation of this description and documentation on the Skillsplace website in the "Documentation" section. To do this, he needs to send email: [ad789087@outlook.com](mailto:ad789087@outlook.com) in free form with a note which paragraph needs to be clarified.

### 9.2. Donor Obligations

9.2.1. The donor agrees to comply with the paragraphs in this description, the documents from the "Documentation" section of this website, our Cookie policy, Privacy policy and Terms and Conditions, as well as follow the principles of contract law and common law.

### 9.3. Skillsplace Rights

9.3.1. Skillsplace has the right to unilaterally change the points and provisions, instructions and documentation on this site, without notifying everyone individually.

9.3.2. Skillsplace has the right to dispose of accumulated funds in accordance with paragraphs 2-7 at its own discretion and as it sees fit.

9.3.3. Skillsplace has the right to refuse to consider applications, claims or not to provide clarifications or answers to letters from people who have not made donations and are not donors.

9.3.4. Skillsplace has the right not to disclose the bank secrecy of his bank account, if he considers it necessary.

### 9.4. Skillsplace Obligations

9.4.1. Skillsplace undertakes to respond to all letters according to this description, within a period of not more than a month, if they do not contradict paragraphs of this description, documents from the "Documentation" section of this website, our Cookie policy, Privacy policy and Terms and Conditions, as well as principles of contract law and common law.

9.4.2. Skillsplace undertakes to fulfill all its obligations in due time according to this description, if they do not contradict paragraphs of this description, documents from the “Documentation” section of this website, our Cookie policy, Privacy policy and Terms and Conditions, as well as the principles of contract law and common law.

## **10. Responsibility of the Parties**

10.1. Once this description has been entered into it is the obligation of each party to ensure they deliver on what they agreed. If they fail to do that they may be liable for any damages that the other party suffers due to them not fulfilling the contract.

## **11. Settlement of disputes and conflicts of the parties**

11.1. In the event of conflicts, the parties may resort to the following methodology for resolving contentious issues: Negotiation, Mediation, Arbitration or Litigation (Going To Court).

Regards A.Denys,  
Skillsplace ©, 2020