

PUBLIC OFFER AGREEMENT

This Offer from the service provider <https://jukebox.team/> (hereinafter referred to as "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** (hereinafter referred to as the "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. The playback of the composition 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 the playback of a composition selected by the Guest in case of:

- Technical limitations;
- The composition not aligning with the overall concept of the establishment;
- A queue of previously paid musical compositions;
- Violations of the establishment's rules.

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

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 indicated on the website, mobile application, or terminal.

3.3. The Service Provider has the right to change service prices unilaterally by notifying on accessible platforms (website, mobile application, terminal).

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

3.5. The Guest is responsible for the accuracy of the entered payment details. In case of an error, a refund is not provided.

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 only possible if the Service Provider has not fulfilled the order due to technical reasons. In such a case, a refund will be processed within five (5) business days upon the Guest's request.

4.3. The Service Provider is not responsible for changes in the execution schedule of compositions, nor for the Guest's 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 through which the Guest makes payments.

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

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

5.4. The Service Provider is not responsible for interruptions in the playback of musical compositions caused by force majeure circumstances (e.g., power outages, equipment malfunctions, actions of third parties).

6. MISCELLANEOUS

6.1. By entering into this Agreement, the Guest confirms that they have fully read and agreed to its terms.

6.2. The Service Provider has the right to unilaterally make changes to the terms of this Offer without prior notice to the Guest. The current version of the Offer is published on the Service Provider's website.

6.3. The Agreement is considered concluded from the moment the Guest makes a payment for a tip and/or musical composition order.

6.4. In the event of disputes, the parties agree to resolve them through negotiations. If resolution is not possible, disputes shall be considered in accordance with the applicable laws of the Service Provider's location.