

PUBLIC OFFER AGREEMENT

Palma de Mallorca “___” _____, 2025

PARTIES

Club: Irina Pilipenko, NIE Y5516060F, address: Carrer Vista Alegre, 31, 07015 Palma, Illes Balears, Spain, acting on her own behalf as a sole trader (autónoma), owner of the matchmaking club “Me&U”, hereinafter the “CLUB”; e-mail: care@meandyoulab.com.

Client: [Full name], [address], ID DNI/NIE [number], hereinafter the “CLIENT”.

The Parties, being legally competent, agree as follows.

1. Subject Matter

1.1. This Agreement governs the CLUB’s social matchmaking and contact arrangement services, including:

- inclusion of the CLIENT’s profile in the CLUB’s catalogue with the agreed confidentiality level;
- selection of candidates compatible with the CLIENT’s criteria, preferences and requirements;
- sending the CLIENT written (text) descriptions of suitable candidates via electronic means;
- introducing the CLIENT to potential candidates subject to the agreed confidentiality;
- coordinating in-person meetings upon mutual consent.

1.2. The CLUB expressly declares it does not engage in activities prohibited by law (including, without limitation, human trafficking, prostitution, etc.).

2. CLUB’s Obligations

The CLUB shall:

2.1. Prepare the CLIENT’s presentation profile based on the information provided.

2.2. Recommend compatible persons where criteria match.

2.3. Provide support by phone, e-mail and messengers during business hours.

2.4. Ensure confidentiality of the CLIENT’s contact data; disclosure to third parties requires the CLIENT’s express consent.

2.5. Not send real photographs of other participants via electronic channels; where needed, provide supporting illustrations generated with AI technologies.

2.6. Show real photographs of the CLIENT and candidates only during in-person meetings and with mutual consent.

3. CLIENT’s Obligations

The CLIENT shall:

3.1. Provide complete, truthful and up-to-date information; photos must be recent (no older than 2 years); video presentations without filters.

3.2. Complete the registration form (in Spanish or English) and provide up to 10 photos of sufficient quality.

3.3. Respond to candidate proposals within 1–3 days.

- 3.4. Communicate respectfully, respond in good faith and in due time.
- 3.5. Not exchange contact details without the CLUB's authorization.
- 3.6. Not request or accept from candidates any money, gifts, trips, transfers or other benefits without the CLUB's prior consent.
- 3.7. Not disclose to third parties any information, data or images of candidates received from the CLUB.
- 3.8. Not use the CLUB's services to transmit offensive, threatening, obscene or otherwise improper content.
- 3.9. Upon the CLUB's request, provide a copy of an official identity document (DNI/NIE/passport) for verification purposes.

4. Rights of the Parties

- 4.1. The CLIENT may discontinue the service at any time after the minimum term in Sec. 6.1; the profile will be removed from the catalogue.
- 4.2. The CLUB may:
 - use the CLIENT's information and image for promotion upon a successful result (forming a couple);
 - reject applications where information is incomplete or unverifiable;
 - remove profiles where there are reasonable doubts as to their accuracy;
 - request and obtain a copy of an official identity document for verification.

5. Liability Limitation and No Guarantee of Result

- 5.1. The CLUB does not guarantee finding a partner or romantic success within any timeframe.
- 5.2. The CLUB is not liable for the accuracy of information provided by other clients, nor for their actions outside the CLUB's intermediation.
- 5.3. The CLIENT is liable for breaches of this Agreement.

6. Term and Renewal

- 6.1. This Agreement becomes effective on the date of signature (or online acceptance) and has a minimum term of three (3) months.
- 6.2. No automatic renewal. Renewal requires a new agreement and a new Specification.

7. Price and Payment

- 7.1. The CLUB's services are provided exclusively through paid service packages. The scope and price are set out in the Service Package Specification (a separate document signed together with this Agreement).
- 7.2. Upon the CLIENT's written request, the CLUB issues a receipt/invoice stating the service period.

8. Confidentiality and Liability for Disclosure

8.1. Information about other participants is confidential and may be used by the CLIENT only to perform this Agreement.

8.2. Unauthorised disclosure by the CLIENT of information and/or images of other participants (including illustrations generated with AI), their transfer to third parties or publication online entails payment to the CLUB of a penalty of up to EUR 50,000. The specific amount depends on the seriousness of the breach and the nature/sensitivity of the data disclosed, considering the volume and reach of dissemination, number of affected persons, consequences and the CLIENT's degree of fault. Payment of the penalty does not preclude damages. The CLUB may terminate unilaterally without refund in case of a serious breach of confidentiality.

8.3. In case of intentional provision of false data by the CLIENT, the CLUB may terminate unilaterally without refund and claim damages.

9. Data Protection (GDPR and LOPDGDD)

9.1. The CLUB, as Controller, processes the CLIENT's personal data (including photos and audiovisual material) to perform this Agreement.

9.2. Legal bases: performance of the Agreement and, for special categories, the CLIENT's explicit informed consent (revocable without retroactive effect).

9.3. Data transfers occur only to compatible clients under the agreed confidentiality.

9.4. Retention: during service provision and up to 5 years thereafter, unless legal terms require otherwise.

9.5. The CLIENT may exercise rights of access, rectification, erasure, restriction, portability and objection by writing to care@meandyoulab.com.

9.6. In case of disagreement, the CLIENT may contact the AEPD (Spanish Data Protection Agency).

10. Electronic Contracting (LSSI-CE)

10.1. An agreement concluded via electronic means (the CLUB's website/app) has the same legal effect as a handwritten signature.

10.2. Before online acceptance, the CLUB provides: the terms in accessible form; the ability to download a copy; the technical steps for acceptance; the languages of the agreement (Spanish, English, German; Russian if needed).

11. Right of Withdrawal (Consumer Law)

11.1. The CLIENT may withdraw within 14 calendar days from conclusion, without giving reasons.

11.2. If, at the CLIENT's request, services start before such period and are fully performed within 14 days, the right of withdrawal is lost.

11.3. If performance is partial, the amount retained is proportional to the work actually performed, as per Appendix 1 (Proportional Calculation Method 20 % / 20 % / 30 %).

11.4. Procedure. Before day 14, the CLIENT shall notify the CLUB of withdrawal by e-mail to care@meandyoulab.com by any unequivocal declaration and/or request the **Withdrawal Form**

from the CLUB, which will be sent by e-mail. Notification is deemed received upon arrival at the specified e-mail; refund is made in accordance with Clause 11.3 and Appendix 1.

12. Communications

12.1. By signing, the CLIENT authorises the CLUB to communicate via e-mail and messengers (candidate proposals, reminders, profile status, etc.).

12.2. The CLIENT may revoke consent at any time by notifying the CLUB via e-mail.

12.3. Via electronic channels the CLUB sends text descriptions only; no real photos are sent.

13. Governing Law and Dispute Resolution

13.1. This Agreement is governed by and construed in accordance with the law of the Kingdom of Spain.

13.2. If the CLIENT is a consumer, disputes shall be brought at the CLIENT's domicile under mandatory consumer-protection rules. Otherwise, courts of Palma de Mallorca.

13.3. The Parties will seek to resolve disputes amicably before litigation, including negotiations and, where possible, mediation/consumer arbitration.

14. Final Provisions

14.1. Invalidation of any clause does not affect the validity of the remainder.

14.2. Any modification requires written form signed by both Parties.

14.3. The Parties have read, understood and accepted this Agreement.

Signatures:

CLUB: _____ CLIENT: _____

Date: “__” _____, 2025

APPENDIX 1. Proportional Calculation Method (14 days)

1. Percentages are calculated on the total package price set in the Specification.
2. **20 %** — initial work: interview; data collection; psychological profile; selection strategy.
3. **20 %** — search and screening; preparation and sending of the first selection of text descriptions of candidates.
4. **30 %** per each in-person meeting organised (including coordination and preparation). Total retention under this item shall not exceed the total contract price nor the meeting targets set in the Specification.
5. Upon withdrawal, the amount corresponding to items 2–4 actually performed by the receipt date is retained; the remainder is refunded. If services were fully performed within 14 days, no refund applies.