

PUBLIC OFFER AGREEMENT

Last updated: September 17th 2026

1. General Provisions

This document is a public offer (the "Agreement") addressed by **ANNA RUCHEIKOVA**, an Individual Entrepreneur registered in Georgia (Identification Number: **348433821**, registered address: **GEORGIA, KHELVACHAURI DISTRICT, AGARA**), hereinafter the "Seller", to any individual who accesses the website **NAMKHA-ENCYCLOPEDIA.COM** (the "Website"), hereinafter the "Client".

By placing an order, making a payment, or otherwise using the Website, the Client confirms that they have read, understood, and fully accepted the terms of this Agreement. If the Client does not agree with any part of this Agreement, they must not place an order.

This Agreement does not require a signature or seal and is valid in electronic form.

2. Subject of the Agreement

The Seller offers the following products and services (the "Products"):

2.1. Handmade art objects. Textile art objects (namkha) and hand-drawn mandalas, individually created by the Seller. These are made to order based on parameters provided by the Client.

2.2. Personalized written materials. Individually prepared written astrological reports and calculations, delivered in digital form.

2.3. Educational courses. Courses and classes on the making of namkha and on Tibetan astrology, delivered **online**, in **group and individual** format, comprising **live sessions and pre-recorded lessons** together with supporting materials.

2.4. The Products described in clauses 2.1 and 2.2 are created individually for a specific Client and are not mass-produced or held in stock.

2.5. The courses described in clause 2.3 are educational and cultural in nature. They do not lead to any state-recognised qualification, diploma, certification, licence, or professional accreditation, and the Seller does not hold or claim any accreditation as an educational institution.

3. Placing an Order

3.1. An order is placed through the Website, by email at **INFO@NAMKHA-ENCYCLOPEDIA.COM**, or through a messaging channel indicated on the Website.

3.2. When placing an order, the Client provides the information required to complete the work, which may include: full name, date of birth, time of birth, place of birth, and delivery address for physical items.

3.3. The Client is solely responsible for the accuracy and completeness of the information provided. Work performed on the basis of inaccurate information provided by the Client is not subject to correction, replacement, or refund.

3.4. The order is considered confirmed and the Agreement concluded at the moment payment is received by the Seller.

3.5. The Seller reserves the right to decline any order at their sole discretion, in which case any payment received will be returned in full.

4. Prices and Payment

4.1. Prices for all Products are published on the Website and are stated in **USD**

4.2. Payment is made in advance, in full, unless otherwise agreed in writing.

4.3. Accepted payment methods are indicated on the Website and include PayPal and bank transfer.

4.4. Any fees charged by payment providers, banks, or intermediary banks are borne by the Client unless stated otherwise.

4.5. For physical items, shipping costs are **included in the price**

5. Production and Delivery

5.1. Work on an order begins after payment is received.

5.2. Indicative production times:

- Personalized written reports: **10-20** business days
- Hand-drawn mandalas: 20 business days
- Namkha: **20** business days

5.3. Digital Products are delivered to the email address provided by the Client.

5.4. Physical Products are dispatched by **Boxette.ge or Georgian Post**. Estimated international delivery time is 20-days. This period is outside the Seller's control and is indicative only.

5.5. Risk of loss for physical Products passes to the Client upon dispatch. The Seller provides a tracking number where available.

5.6. The Client is responsible for any customs duties, import taxes, or charges imposed in their country of residence.

5.7. Courses. Access details for a course are sent to the email address provided by the Client no later than **7** days before the start date. Access to course materials is granted for 3 months from the start date, after which it may be withdrawn.

- 5.8.** The Client is responsible for having a stable internet connection and suitable equipment for online sessions. Technical problems on the Client's side are not grounds for a refund or for a repeat session.
- 5.9.** If a live session cannot take place at the scheduled time for reasons attributable to the Seller, the Seller will offer an alternative date or a recording of the session.
- 5.10.** A Client who misses a scheduled live session without notifying the Seller at least **[24]** hours in advance is not entitled to a replacement session. Where a recording is made, it will be provided.
- 5.11.** Where a course requires physical materials, the Seller will state before purchase whether these are supplied by the Seller or are to be obtained by the Client.
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6. Cancellation and Refunds

- 6.1.** Because all Products are made to order and personalized for an individual Client, they cannot be resold or reused. Accordingly:
- 6.2.** The Client may cancel an order and receive a full refund at any time **before** work has begun.
- 6.3.** Once work has begun, cancellation is not possible and payment is non-refundable, except as provided in clauses 6.4 and 6.5.
- 6.4.** If a physical Product arrives damaged, the Client must notify the Seller within **7** days of delivery and provide photographs. The Seller will, at their discretion, remake the item or issue a refund.
- 6.5.** If the Seller is unable to complete an order for any reason, the payment is refunded in full.
- 6.6.** Dissatisfaction with the content, interpretation, or outcome of a written report, or with the aesthetic qualities of a handmade item created according to the agreed parameters, is not grounds for a refund.
- 6.7. Courses.** The Client may cancel a course booking and receive a full refund if written notice is given at least 7 days before the course start date. Cancellation later than that, but before the start date, entitles the Client to a refund of **80 %** of the price.
- 6.8.** After a course has started, or after access to course materials has been granted, the price is non-refundable. Non-attendance does not entitle the Client to a refund.
- 6.9.** If the Seller cancels a course, the Client may choose between a transfer to the next available course or a full refund.
- 6.10.** Dissatisfaction with the teaching approach, pace, depth, or content of a course described accurately before purchase is not grounds for a refund.
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7. Nature of the Products — Important Disclaimer

- 7.1.** All Products are offered for personal, cultural, artistic, and spiritual interest purposes.

7.2. The Seller does **not** provide medical, psychological, psychiatric, legal, financial, investment, or tax advice. Nothing supplied by the Seller constitutes professional advice of any kind or should be relied upon as such.

7.3. The Products are not a substitute for consultation with a qualified physician, mental health professional, lawyer, or financial adviser. The Client should not delay seeking, or disregard, professional advice on the basis of any material received from the Seller.

7.4. The Seller makes no representation, warranty, or guarantee as to any specific outcome, result, effect, or event arising from the use of the Products.

7.5. The Client acknowledges that all decisions taken following receipt of the Products are made at the Client's sole discretion and risk.

7.6. Courses convey the Seller's own knowledge, practice, and interpretation of a cultural tradition. They confer no professional qualification and no right to represent any school, lineage, institution, or tradition. Completion of a course does not authorise the Client to teach, certify others, or hold themselves out as accredited.

7.7. Products are offered only to persons aged 18 or over.

8. Intellectual Property

8.1. All copyright and other intellectual property rights in the Products, including drawings, texts, and designs, remain with the Seller.

8.2. The Client receives the Product for personal, non-commercial use only.

8.3. The Client may not reproduce, resell, publish, distribute, or create derivative works from the Products without the Seller's prior written consent.

8.4. The Seller may use anonymised images of completed work for portfolio and promotional purposes. The Client may object to this by written notice, in which case the Seller will not do so.

8.5. Course materials. All course materials, including recordings, presentations, handouts, templates, and written content, remain the property of the Seller and are licensed to the Client for personal study only.

8.6. The Client may not record live sessions, share access credentials, distribute materials, upload them to any platform, or use them to teach others, whether for payment or free of charge.

8.7. Breach of clauses 8.5 or 8.6 entitles the Seller to terminate the Client's access immediately without refund, without prejudice to any other remedy.

9. Personal Data

9.1. The Seller collects only the personal data necessary to fulfil an order, as described in clause 3.2.

9.2. Data is processed solely for the purpose of fulfilling the order and is not sold, rented, or disclosed to third parties, except to payment providers and delivery services to the extent necessary.

9.3. The Client may request deletion of their personal data by writing to info@namkha-encyclopedia.com , subject to record-keeping obligations under applicable law.

9.4. Further details are set out in the Privacy Policy published on the Website.

10. Limitation of Liability

10.1. To the fullest extent permitted by applicable law, the Seller's total liability arising out of or in connection with this Agreement is limited to the amount actually paid by the Client for the relevant order.

10.2. The Seller is not liable for any indirect, incidental, or consequential loss, including loss of profit, opportunity, or reputation.

10.3. The Seller is not liable for delays or failures caused by circumstances beyond their reasonable control, including postal disruption, customs delays, payment provider outages, natural disasters, or acts of public authorities.

11. Disputes and Governing Law

11.1. This Agreement is governed by the law of Georgia.

11.2. The parties will seek to resolve any dispute through negotiation. A written claim must be answered within **30** days.

11.3. Failing resolution, disputes are subject to the jurisdiction of the courts of Georgia.

12. Amendments

12.1. The Seller may amend this Agreement at any time by publishing an updated version on the Website.

12.2. The version in force at the time an order is placed applies to that order.

13. Seller's Details

Individual Entrepreneur Anna Rucheikova, Georgia Identification Number: **348433821** Registered address: **Georgia, Khelvachauri district, village Agara** Email: info@namkha-encyclopedia.com
Website: **namkha-encyclopedia.com**