

PUBLIC OFFER AGREEMENT

on the provision of hosting, website technical support, and corporate email services

This document is an official proposal (public offer) of the Private Entrepreneur **Dankieiev Denys Volodymyrovych** (hereinafter referred to as the "Contractor"), addressed to any individual or legal entity (hereinafter referred to as the "Customer"), to conclude an Agreement on the provision of services under the conditions set out below.

In accordance with Articles 633, 641, 642 of the Civil Code of Ukraine, in case of acceptance of the conditions set out below and payment for the services, the person who accepts this offer becomes the Customer.

1. TERMS AND DEFINITIONS

1.1. **Public Offer** — a proposal by the Contractor, addressed to any person, to conclude an agreement on the provision of services on the terms contained in this Agreement. 1.2.

Acceptance — full and unconditional acceptance by the Customer of the terms of this Agreement by registering on the Contractor's website [Insert your website address, e.g.: mysite.com.ua] and/or paying for the Services. 1.3. **Services** — provision of disk space to the Customer for hosting websites (hosting), website technical support services, and provision of access to the corporate email service. 1.4. **Tariffs** — a system of rates that determines the cost of the Contractor's Services, published on the Contractor's website at: [Insert link to the pricing page].

2. SUBJECT OF THE AGREEMENT

2.1. The Contractor undertakes to provide the Customer with Services (hosting, website support, corporate email) in accordance with the Tariff chosen by the Customer, and the Customer undertakes to accept and timely pay for these Services. 2.2. The conditions for the provision of specific services, their scope, and characteristics are determined by the Tariff plan selected by the Customer.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Contractor is obliged to: 3.1.1. Provide Services of proper quality in accordance with the terms of this Agreement and the chosen Tariff. 3.1.2. Ensure the uninterrupted operation of the equipment (excluding time for scheduled technical maintenance). 3.1.3. Provide the Customer with technical support within the limits of the chosen Tariff through agreed communication channels (e-mail, messengers, ticket system).

3.2. The Contractor has the right to: 3.2.1. Temporarily suspend the provision of Services for technical maintenance, having previously notified the Customer (except in emergency cases). 3.2.2. Suspend the provision of Services or terminate the Agreement unilaterally without a refund in the following cases:

- violation of payment terms by the Customer;
 - sending spam by the Customer (mass mailing of electronic letters without the consent of the recipients);
 - placement by the Customer of content that violates the legislation of Ukraine or international law (pornography, propaganda of violence, fraudulent sites, phishing, etc.);
 - creating an excessive load on the Contractor's servers, which threatens the operation of other Customers.
- 3.2.3. Change the Tariffs for Services by publishing the new terms on the website. The new tariffs shall apply from the next billing period.

3.3. The Customer is obliged to: 3.3.1. Timely and fully pay for the Services. 3.3.2. Use the provided Services exclusively for lawful purposes, not post prohibited information, and not use corporate email for sending spam. 3.3.3. Ensure the confidentiality of their passwords and access to the services. The Customer bears full responsibility for all actions performed using their account credentials.

4. COST OF SERVICES AND PAYMENT PROCEDURE

4.1. The cost of the Services is determined by the Tariffs specified on the Contractor's website. 4.2. Payment for the Services is made by the Customer on the basis of 100% (one hundred percent) prepayment by transferring funds to the Contractor's bank account or using payment systems on the website. 4.3. Services are considered paid from the moment the funds are credited to the Contractor's current account. 4.4. In the absence of payment for the next billing period, the Contractor has the right to suspend the provision of Services and, subsequently, permanently delete the Customer's data from the servers.

5. LIABILITY OF THE PARTIES

5.1. The Contractor is not responsible for the content of the information posted by the Customer on the provided resources (websites, email). 5.2. The Contractor is not liable for any damages (including lost profits) that may arise for the Customer as a result of using or being unable to use the Services. 5.3. The total liability of the Contractor for any lawsuits or claims is limited to the amount of the payment made by the Customer for the current billing period.

6. FORCE MAJEURE

6.1. The Parties are released from liability for non-fulfillment or improper fulfillment of their obligations under this Agreement if it occurred as a result of force majeure circumstances,

including, but not limited to: natural disasters, military actions, national-scale cyberattacks, global network failures, or decisions of state authorities.

7. PERSONAL DATA PROCESSING

7.1. By accepting this offer, the Customer gives the Contractor consent to the collection, processing, and storage of their personal data in accordance with the Law of Ukraine "On Personal Data Protection" for the purpose of fulfilling the terms of this Agreement.

8. TERM AND TERMINATION OF THE AGREEMENT

8.1. The Agreement comes into force from the moment of the Acceptance of the offer by the Customer and is valid until the end of the paid period of Services or until its termination. 8.2. The Customer has the right to unilaterally terminate this Agreement by notifying the Contractor. In this case, funds for the unused period are not refunded (unless otherwise provided by the rules on the website).

9. CONTRACTOR'S DETAILS

Private Entrepreneur Dankieiev Denys Volodymyrovych

TIN/EDRPOU: 3765601776

IBAN: UA103220010000026004370108417

Bank: Joint-Stock Company "UNIVERSAL BANK"

MFO (Bank Code): 322001

Bank EDRPOU: 21133352

Contact Information:

Email: [Insert your contact e-mail]

Phone: [Insert your phone number, optional]

Website: [Insert website address]