

Public Offer

This Public Offer Agreement is concluded between **SELLSMART-UA** (hereinafter — “**Provider**”) on the one hand and any person who accepts (agrees to) this Public Offer Agreement (hereinafter — “**User**”) on the other hand; hereinafter jointly — the “**Parties**”, and separately — a “**Party**”.

The Agreement is addressed to an unlimited number of persons and constitutes the Provider’s official public offer (“**Offer**”) to conclude an agreement on the terms set out below.

1. DEFINITIONS

1.1 **Website** — the Provider’s website located at **sellsmart-ua.com**.

1.2 **Instructor** — a person who conducts a Session with the User, possesses the required qualifications and skills, and may be an employee or contractor of the Provider, including a sole proprietor (FOP).

1.3 **Application** — the standard form completed by the User when accepting this Offer. It includes full name, contact details, and other personal data. The Application is published by the Provider and filled in by the User on the Website, or on the Provider’s social-media pages (LinkedIn). Filling in one on-line form is sufficient.

1.4 **Services** — information-and-consulting services provided in the form of Sessions, this Agreement, aimed at helping the User acquire any other information-and-consulting services selected by the User on the Website.

2. ACCEPTANCE OF THE OFFER

2.1 By accepting this Offer, the User confirms that he/she is fully acquainted with the list of Services and their cost posted on the Website.

2.2 The Offer is deemed accepted when the User has submitted an application form to order Services on the Website.

2.3 Client submits a written or electronic request describing project scope, timelines, and required specialists.

2.4 By accepting the Offer, the User automatically agrees to receive SMS (including promotional content) related to the Services, as well as links to Telegram groups, instructor contacts, or other messengers.

2.5 Upon acceptance, this Agreement is deemed concluded in accordance with Article 642 of the Civil Code of Ukraine.

2.6 The User confirms that he/she is of legal age and fully capable and/or authorised to accept the Offer on behalf of a third party.

2.7 Prior to acceptance, the Provider may amend or withdraw the Offer at its discretion. Amendments take effect once the updated text is posted on the Website, unless otherwise specified.

2.8 If the User disagrees with the terms, acceptance (and therefore the Agreement) is impossible.

3. SUBJECT OF THE AGREEMENT

3.1 Provider undertakes to supply outsourcing, outstaffing, or IT-consulting services (“**Services**”) as described on sellsmart-ua.com and/or in a duly executed Order Form; Client undertakes to pay for such Services under the terms herein.

3.2 A detailed description of the Services is posted in the Website.

4. SERVICE FEES

4.1 Services selected on the Website are provided on a paid basis. Pricing specifics are discussed directly with the Client.

4.2 Prices are quoted in EUR/USD exclusive of VAT (if applicable).

4.3 Client shall pay invoices within 14 calendar days of issue, by wire transfer or other agreed method.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1 Provider’s Rights

- 6.1.1 Adjust Workplan – Unilaterally change intermediate milestones, delivery dates, or the composition of the project team when business or technical needs require, provided that the overall scope and quality of the agreed Services are preserved and the Client is informed in advance.

- 6.1.2 Request Information – Obtain from the Client all data, documents, access credentials, technical specifications, and feedback reasonably needed to render the Services or to comply with law.
- 6.1.3 Select & Replace Specialists – Assign, substitute, or remove any engineer, consultant, or other specialist engaged on the project at the Provider's sole discretion, ensuring that the replacement has skills equal to or better than those originally proposed.
- 6.1.4 Suspend Services – Temporarily suspend performance (a) if the Client is in payment default, (b) if required information or approvals are not provided on time, or (c) in case of force-majeure circumstances, without liability for resulting delays.
- 6.1.5 Publicity – With the Client's prior written consent, reference the Client's name, logo, and a high-level project description in marketing materials, case studies, or testimonials.
- 6.1.6 Protect Own IP – Re-use any pre-existing tools, libraries, templates, or know-how in other engagements and retain all related intellectual-property rights.
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6.2 Provider's Obligations

- 6.2.1 Service Delivery – Perform the Services with reasonable skill, care, and diligence, meeting the specifications and deadlines set out in the respective Statement of Work (SOW) or Order Form.
- 6.2.2 Qualified Personnel – Engage only specialists who possess the experience and qualifications advertised for the role.
- 6.2.3 Confidentiality & Data Protection – Keep the Client's confidential information secure and process personal data strictly in accordance with the Privacy Policy and applicable data-protection law.
- 6.2.4 Progress Reporting – Provide status updates and reasonable access to project documentation as outlined in the SOW or as otherwise agreed in writing.
- 6.2.5 Issue Resolution – Promptly investigate and, where reasonably possible, remedy any material non-conformity in the Services reported by the Client within the agreed warranty period.

6.3 User's Rights

- 6.3.1 Timely Delivery – Receive the Services, deliverables, and specialist effort in accordance with the timelines and quality criteria set in the SOW or Order Form.
- 6.3.2 Information & Support – Request clarifications, interim reports, or meetings to discuss project progress, risks, and proposed mitigations.
- 6.3.3 Replacement of Specialist – Reasonably request substitution of a Provider specialist whose performance demonstrably fails to meet professional standards; such request shall not be unreasonably declined.
- 6.3.4 Confidential Treatment – Expect that all proprietary information shared with the Provider will be kept confidential and used solely for performing the Services.
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6.4 Client's Obligations

6.4.1 Timely Payments – Pay all invoices in the currency, amount, and within the due dates stipulated in the Agreement or individual Order Form.

6.4.2 Provide Information & Access – Supply accurate requirements, documentation, credentials, infrastructure access, and timely feedback essential to the Provider's performance.

6.4.3 Co-operation & Approvals – Designate a qualified point of contact, review interim deliverables without undue delay, and issue approvals or change requests in writing.

6.4.4 Use of Deliverables – Utilise the delivered work products strictly within the licence or assignment terms stated in the Agreement; refrain from reverse-engineering or sublicensing Provider pre-existing IP unless expressly authorised.

6.4.5 Confidentiality – Keep in confidence any non-public information received from the Provider, including pricing, methodologies, and the identities of proposed or assigned specialists.

6.4.6 Compliance – Ensure that any data, materials, or instructions supplied to the Provider do not infringe third-party rights and comply with applicable laws and regulations.

7. INTELLECTUAL PROPERTY

7.1 Ownership of the Website, and any related content belongs to the Provider or lawful third parties.

7.2 All IP objects on the Website are the Provider's property.

7.3 The Provider may legally use third-party IP based on licences or agreements.

7.4 The Provider grants the User a free, limited, non-exclusive, revocable, non-transferable licence to access the Platform during this Agreement.

7.5 Nothing shall be construed as transferring economic IP rights beyond what is necessary to perform the Agreement.

8. LIABILITY

8.1 The Provider warrants that it will perform the Services with reasonable skill, care, and diligence in accordance with generally accepted industry standards.

8.2 Except for the express warranty in Clause 1.1, all Services, deliverables, and advice are provided "as is," without any other warranties, whether statutory, express, or implied,

including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted operation.

8.3 Cap on Damages – The Provider's total aggregate liability (whether in contract, tort, negligence, strict liability, or otherwise) arising out of or relating to an Order Form, SOW, or this Agreement shall not exceed the amounts actually paid by the Client to the Provider for the specific Services that gave rise to the claim during the twelve (12) months preceding the event that caused the liability.

8.4 Exclusion of Indirect Loss – In no event will either Party be liable to the other for loss of profits, revenue, business opportunity, data, goodwill, or for any indirect, special, incidental, consequential, punitive, or exemplary damages, even if advised of the possibility of such damages and regardless of the legal theory.

8.5 Applicability – The limitations in Clauses 2.1 and 2.2 apply to the fullest extent permitted by applicable law and regardless of whether any remedy fails of its essential purpose.

8.6 The Client shall defend, indemnify, and hold harmless the Provider from and against any third-party claims, damages, or expenses (including reasonable attorneys' fees) arising out of:

- a) materials, data, or instructions supplied by the Client that infringe third-party rights or violate law;
- b) the Client's unauthorised use or distribution of the Provider's Pre-Existing IP, Confidential Information, or Training Materials;
- c) personal-data disclosures caused by the Client's breach of applicable data-protection obligations.

8.7 No action, regardless of form, arising out of or related to the Agreement may be brought by either Party more than twelve (12) months after the cause of action first arose, except for actions related to unpaid invoices or violation of intellectual-property rights.

8.8 Nothing in this Agreement limits or excludes liability for (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability that cannot be limited or excluded under applicable law.

9. APPLICABLE LAW & DISPUTE RESOLUTION

9.1 This Agreement shall be interpreted in accordance with the laws of Ukraine.

9.2 Disputes are resolved by negotiation; failing that, by the competent Ukrainian court.

10. FORCE MAJEURE

10.1 The Parties are not liable for failure to perform due to force majeure.

10.2 Force-majeure events include floods, pandemics, earthquakes, wars, strikes, government actions, cyber-attacks, etc.

10.3 The affected Party must notify the other within five (5) calendar days.

10.4 The Parties shall mitigate the impact of force-majeure events.

10.5 The duration of force majeure extends deadlines. If it lasts more than three (3) months, either Party may terminate the Agreement on ten (10) days' written notice.

10.6 Force-majeure must be confirmed by a certificate of the Ukrainian Chamber of Commerce and Industry.

11. TERM & TERMINATION

11.1 This Agreement is effective from the Effective Date and continues until terminated.

11.2 Unused Services within this period are forfeited.

11.3 Either party may terminate for convenience upon 30 days' written notice, or for material breach with 10 days' notice if the breach is not cured.

11.4 TClauses regarding Fees, IP, Confidentiality, and Liability survive termination.

12. PERSONAL DATA PROCESSING

12.1 By accepting the Offer, the User consents to processing personal data under the Law of Ukraine "On Personal Data Protection".

12.2 If the User submits third-party data, he/she guarantees lawful access and consent.

12.3 The User consents to data transfer to Instructors providing the Services.

13. MISCELLANEOUS

13.1 Entire Agreement & Precedence – This Public Offer, together with any signed Order Form/SOW, is the complete contract. A Change Order overrides an Order Form; an Order Form overrides the Offer.

13.1 Independent Contractors & Assignment – The Parties act as independent contractors. The Client may not transfer its rights without the Provider's written consent (except in a

merger); the Provider may assign to an affiliate or successor.

13.1 Amendments & Notices – The Provider may update this Offer by posting a new version on the Website; continued use equals acceptance. Any change to an Order Form/SOW must be in writing (e-signatures allowed). Formal notices are valid when sent by courier, registered mail, or e-mail.

13.1 Severability & Survival – If any clause is held invalid, the rest remains effective. Key clauses on Confidentiality, IP, and Liability survive termination.

14. PROVIDER'S DETAILS

SELLSMART-UA LLC

E-mail: info@sellsmart-ua.com