

Public Offer

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

This Agreement is addressed to an unlimited number of persons and constitutes the Provider’s official public offer (“**Offer**”) to conclude an agreement under the following terms:

1. DEFINITIONS

1.1 **Website** — the Provider’s website available at: <https://success-systems.online>

1.2 **Platform** — any SaaS product prototypes, UI mockups, or consulting tools published or presented on the Website.

1.3 **Services** — business process consulting, software prototyping, solution planning, automation system design, support, or any other professional services rendered by the Provider.

1.4 **Order** — a request submitted by the User for a consultation, demo session, service delivery, or access to any offered solutions.

2. ACCEPTANCE AND SERVICE DELIVERY

2.1 The User accepts this Offer by interacting with the Website (e.g., submitting a contact form or requesting a consultation).

2.2 Acceptance also occurs when the User receives or uses Services or materials from the Provider.

2.3 Once an Order is confirmed, the Provider and User may agree on project milestones or deliverables, which will be documented separately.

2.4 If the User begins using the Platform for more than 48 consecutive hours, the Services are considered accepted by use.

2.5 The Provider may deliver documentation, demo access, and onboarding material digitally.

3. SUBJECT OF THE AGREEMENT

3.1 The Provider agrees to deliver Services or prototypes as described on the Website or requested by the User.

3.2 The User agrees to accept and pay for the Services under the terms of this Offer.

4. SERVICE FEES

4.1 All Services are provided on a paid basis unless explicitly marked otherwise on the Website.

4.2 Specific pricing and payment terms will be discussed and agreed upon with the User directly.

4.3 Payment shall be made via bank transfer, online payment system, or other agreed methods.

4.4. Service fees are billed monthly/annually. Subscription may be canceled with 14 days' notice. Refunds are not issued for partial use.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Provider Obligations:

- Deliver Services professionally and in line with the accepted Order.
- Provide relevant information, demos, and technical support as required.
- Maintain confidentiality of the User's business information.
- Respect applicable laws and data protection regulations.

5.2 Provider Rights:

- Receive timely payment for all delivered Services.
- Suspend or delay delivery in case of late or non-payment.
- Use anonymized case examples for marketing purposes unless the User objects.

5.3 User Obligations:

- Provide truthful and accurate information necessary for project delivery.

- Pay invoices in full within the agreed timeline.
- Avoid any unauthorized use, duplication, or reverse engineering of prototypes.

5.4 User Rights:

- Receive Services in line with the agreed scope.
- Request updates or clarifications on the delivered work.
- Use any delivered demo/prototype for internal evaluation purposes.

6. INTELLECTUAL PROPERTY

6.1 All materials, demos, and UI concepts are intellectual property of the Provider.

6.2 The User is granted a non-exclusive, revocable license to use delivered materials for evaluation and internal decision-making purposes.

6.3 Commercial use, replication, or resale of any part of the Platform or prototypes without written consent is prohibited.

7. LIABILITY

7.1 Each Party is responsible for direct losses caused by breach of this Agreement.

7.2 The Provider's total liability is limited to the total amount paid by the User for the corresponding Order.

7.3 Neither Party shall be liable for indirect or incidental damages.

7.4 The User indemnifies the Provider from any third-party claims arising from misuse of the Platform.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by the laws of Ukraine.

8.2 Any disputes will first be resolved through negotiation. If unresolved, the dispute will be submitted to a competent court in Ukraine.

9. FORCE MAJEURE

9.1 Neither Party shall be liable for failure to perform due to force majeure.

9.2 Force majeure includes: war, cyberattacks, pandemics, natural disasters, government restrictions, etc.

9.3 Affected Parties must notify the other within 5 calendar days.

9.4 Deadlines are extended for the duration of the event. If it lasts longer than 3 months, either Party may terminate the Agreement.

9.5 A force majeure event must be confirmed by a certificate from the Ukrainian Chamber of Commerce and Industry.

10. TERM AND TERMINATION

10.1 This Offer remains valid until withdrawn or replaced by the Provider.

10.2 Either Party may terminate ongoing cooperation with 10 days' written notice.

10.3 Immediate termination is possible in case of breach, insolvency, or misuse.

11. PERSONAL DATA PROCESSING

11.1 By accepting this Offer, the User agrees to the processing of personal data in accordance with Ukrainian law.

11.2 If the User provides third-party data, they confirm they have consent to do so.

11.3 The Provider may transfer data to service providers or contractors involved in project delivery.

12. MISCELLANEOUS

12.1 This Offer constitutes the entire agreement unless supplemented by a written Order.

12.2 Any updates to this Offer will be published on the Website. Continued use implies consent.

12.3 If any clause is deemed invalid, all others remain in force.

13. PROVIDER'S DETAILS

Success Systems

Email: contact@success-systems.online

Website: <https://success-systems.online>