Public Offer

for the grant of a right to use software (licence agreement)

1 General provisions

This Public Offer (the "Offer") is an official proposal by Sole Proprietor Ihor Smyrnov (the "Licensor") to any individual or legal entity (the "Licensee") to enter into a licence agreement granting a non-exclusive right to use FinPractice software on the terms below (the "Agreement").

The Offer is a public contract under Articles 633 and 641 of the Civil Code of Ukraine. The Agreement is concluded electronically under the Law of Ukraine "On Electronic Commerce" and Articles 1107–1109 of the Civil Code of Ukraine.

Acceptance of the Offer is payment by the Licensee of an invoice or an order placed on the Website. Once the payment is received, the Agreement is concluded and the Licensee is deemed to have read and fully accepted this Offer and the Privacy Policy.

2 Licensor details

Sole Proprietor Ihor Smyrnov
Tax ID (RNOKPP): 2753510731
Single tax payer (group 3), not registered as a VAT payer
07400, Ukraine, Kyiv region, Brovary, Nezalezhnosti Blvd. 9, apt. 27
E-mail: support@finpractice.pro
Website: https://finpractice.pro

3 Definitions

Software	FinPractice software described on the Website, including updates and documentation.
Licence	a non-exclusive right to use the Software under this Agreement.
Subscription	a Licence granted for the term set by the selected Plan.
Plan	the set of Subscription terms published on the Website: price, term, usage allowance, number of users and devices, access mode.

Licence Key	a unique code provided after payment to activate the Software.
Device	a computer or server on which the Software is activated.
User	an employee or authorised person of the Licensee with an individual account in the Software.
Usage allowance	quantitative limits set by the Plan (for example, the number of records that can be active in the Software at the same time).
View-only mode	a mode in which data can be viewed, printed and exported, but not created or changed.
Website	https://finpractice.pro.

4 Subject of the Agreement

The Licensor grants the Licensee a non-exclusive Licence to the Software for the Subscription term, and the Licensee pays the licence fee under the selected Plan.

The Licence is worldwide and covers installing (reproducing) the Software on a Device to the extent necessary for it to operate, and using the Software for its intended purpose as described on the Website.

The rights of use are limited to the intended purpose of the Software, and reproduction is limited to the copies needed for installation under the Plan. The Licensee acquires no right to copy for distribution, distribute, modify or sublicense the Software.

This Agreement is not a sale of a copy of the Software. All intellectual property rights in the Software remain with the Licensor.

The Licensee may use the Software for its own business and to process its clients' data when providing professional (accounting, audit, advisory) services, without passing the Software or the Licence Key to such clients.

5 Plans and scope of rights

The list of Software, Plans, prices, Subscription term, usage allowance, number of users and Devices and access mode are set on the Website at the time of the order and form an integral part of the Agreement. The selected Plan and term are stated in the invoice and the certificate.

- When the usage allowance is reached, new records can be added after moving to a higher Plan or after existing records end or are deactivated. Work with data already created is not limited by the usage allowance.
- Unless the Plan provides otherwise, one Licence Key is activated on one Device. It can be moved to another Device after deactivation on the previous one or through support.
- Network access (installation on a server for several Users) is allowed only under Plans that expressly provide for it.
- The Licensor may change Plans and prices for new Subscriptions. Terms of a paid Subscription do not change during its term.

- The Licensor may set discounts and special terms published on the Website; they apply to orders placed while they are in effect.

6 Ordering and payment

The Licensee places an order on the Website, stating its name, registration or tax number, country and e-mail address. The Licensee is responsible for the accuracy of this data, which is used in the invoice and the certificate.

Prices are in EUR for non-residents of Ukraine and in UAH at the National Bank of Ukraine EUR rate on the invoice date for residents. An invoice is valid for 7 calendar days.

Payment is made only by non-cash means: bank transfer to the Licensor's account (IBAN, SEPA or SWIFT) or by card via a bank internet acquiring service.

Payment is deemed made when the funds are credited to the Licensor's account. Payer-side bank fees are borne by the Licensee. The Licensor is not a VAT payer; VAT is not charged.

7 Licence delivery and documents

After payment confirmation, the Licensee receives by e-mail the Licence Key, a download link and activation instructions — usually automatically within minutes, and no later than 24 hours after payment confirmation.

The Subscription term starts on the payment confirmation date and lasts for the term set by the Plan.

The Licensor issues electronically a License Delivery Certificate (for non-residents) or an Act of services on the grant of the right to use (for residents of Ukraine). These documents are legally valid, do not require signing by both parties and confirm delivery of the Licence.

The Licence is deemed properly delivered unless the Licensee sends a reasoned written claim within 3 calendar days after the Licence Key is sent.

8 Renewal and plan changes

- **Renewal.** Paying a renewal before the end of the term adds a new Subscription term from the current end date. If the term has already ended, the new term starts on the payment date. The Licence Key stays the same.
- **Upgrade.** The Licensee pays the price difference between the Plans pro rata to the time left in the current term. New terms apply from the payment date; the Subscription end date does not change.
- **Downgrade** is possible from the next Subscription term, at renewal.

9 End of Subscription and licence checks

When the Subscription ends, the Software switches to View-only mode. The Licensee's data is not deleted and can be viewed, printed and exported. Full functionality is restored after renewal.

The Software checks the Licence over the Internet periodically. If no check has been made for more than 30 days, the Software temporarily switches to View-only mode until the next successful connection.

10 Rights and obligations

The Licensor shall:

- grant the Licence and provide the Licence Key within the terms of this Agreement;
- during the Subscription, provide Software updates and e-mail support at support@finpractice.pro (reply within 2 business days);
- not access the data the Licensee enters into the Software.

The Licensee shall not:

- transfer, sell, rent or sublicense the Software or the Licence Key to third parties;
- decompile, disassemble or otherwise attempt to obtain the source code, except as expressly permitted by law;
- circumvent or modify licensing and protection mechanisms;
- use the Software beyond the limits of its Plan.

In case of a material breach, the Licensor may suspend the Licence Key after notifying the Licensee by e-mail.

11 Licensee data

The Software stores the Licensee's data on its computer or server. The Licensor has no access to this data and does not store it on its servers.

For licence checks, the Software sends the Licensor only technical data: the Licence Key, a Device identifier, the Software version and usage-allowance counters. The data the Licensee enters (contract contents, amounts, counterparties) is not sent.

The Licensee is responsible for backing up its data. The Software includes built-in backup and export tools.

12 Refunds

The Licensee may withdraw from the Agreement and receive a refund within 14 calendar days after payment if the Licence Key has not been activated. After activation, payments are not refundable except where required by law.

Refunds are made by the original payment method within 10 business days after receipt of a written request.

13 Warranties and limitation of liability

The Software is provided "as is". The Licensor makes reasonable efforts to ensure its correct operation and to fix reported errors, but does not guarantee that the Software is error-free.

The Software is a supporting tool. Its results are subject to professional review by the Licensee; final professional judgement and responsibility for accounting, tax, audit and management decisions remain with the Licensee.

The Licensor is not liable for indirect damages or lost profits. The Licensor's total liability is limited to the amount paid by the Licensee for the current Subscription term.

14 Personal data

The Licensor processes the Licensee's personal data under the Law of Ukraine "On Personal Data Protection" and the Privacy Policy published on the Website, which forms an integral part of this Agreement.

15 Force majeure

The parties are released from liability for non-performance caused by force majeure (including hostilities, attacks on energy infrastructure, prolonged power or communication outages) for the duration of such circumstances.

16 Term, changes and disputes

The Agreement remains in force until the end of the Subscription term or, for renewed Subscriptions, of the last paid term.

The Licensor may amend the Offer by publishing a new revision on the Website. A new revision applies to orders paid after its publication and does not change the terms of already paid periods.

Disputes are settled by negotiation and, failing agreement, by a court under the laws of Ukraine.

The Offer is made in Ukrainian; the English translation is provided for convenience. In case of discrepancies, the Ukrainian text prevails.

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FinPractice
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