

PUBLIC OFFER

(ADHESION CONTRACT)
on Provision of Access to the WithYoo Software (SaaS)

1. GENERAL PROVISIONS

1.1. This document constitutes a public offer in accordance with Articles 633, 634, 641 and 642 of the Civil Code of Ukraine and sets forth the terms for provision of access to the WithYoo software under the Software as a Service (SaaS) model.

1.2. Private Entrepreneur (FOP) Taraniuk Nikita Vladyslavovych, Taxpayer Identification Number (TIN) 3726008712 (hereinafter – the "Contractor"), offers any business entity (hereinafter – the "Customer") to enter into an Adhesion Contract for the provision of access to the "WithYoo" software under the terms of this Offer.

1.3. Adherence to the Contract shall be deemed to have occurred upon the Customer's payment for the Contractor's services via a bank transfer based on an invoice issued by the Contractor, including by means of an electronic payment instrument.

1.4. By accepting this Offer, the Customer confirms that:

- it uses the Service solely within the scope of its business activities;
- it has fully read and agrees to all the terms of this Offer.

1.5. The performance by the Customer of the actions specified in clause 1.3 of this Contract shall be deemed as the Customer's acceptance of the proposal to enter into the Contract (making an acceptance), and shall also confirm the fact of the Customer's full and unconditional acceptance of the terms of this Contract without any reservations or objections in accordance with Article 642 of the Civil Code of Ukraine. By accepting the Contractor's proposal (the public offer), the Customer agrees to all terms of this Contract and confirms that it understands the content of the Contract and the legal consequences of its conclusion.

1.6 This Contract is an electronic contract within the meaning of Article 3 of the Law of Ukraine "On Electronic Commerce", is concluded using available information and telecommunication systems, and shall not be invalidated on the grounds of being executed in electronic form.

1.7. This Contract in paper form may be provided upon the Customer's request and may also be printed out by the Customer independently from the Contractor's website: <https://withyoo.com/>.

1.8 Website — a publicly accessible website <https://withyoo.com>, which is open for free visual viewing, legally used by Nikita Vladislavovich Taraniuk and through which services are provided.

1.9. In this Offer, the terms listed below are used in the following meanings:

"WithYoo Service" (or "Service") – the software in SaaS format owned by the Contractor and provided with access via the Internet.

"Customer" – a business entity (legal entity or private entrepreneur (FOP)) that has accepted this Offer.

"Guest" – an individual who uses the services of the Customer (in particular, stays at a hotel or visits the Customer's premises) and views menus or places orders through the WithYoo Service, without creating an account and without entering into any contractual relationship with the Contractor.

"Order" – a Guest's request for the Customer's services or goods, placed through the interface of the WithYoo Service.

"Room" – a separate room or apartment in a temporary accommodation facility (hotel, apart-hotel, hostel, etc.) intended for guest accommodation and accounted for by the Customer as a unit of the room inventory regardless of the actual number of beds in such premises.

"QR Code" — a unique access identifier generated by the "WithYoo" Service, which provides access to the Service's functionality, assigned to one individual hotel room, common area, or other separate object of the Customer, and used for guests' interaction with the Service.

2. SUBJECT MATTER OF THE CONTRACT

2.1. The Contractor grants the Customer the right to use the "WithYoo" software in the Software as a Service (SaaS) format by providing remote access via the Internet.

2.2. The provision of access to the Service does not constitute a transfer of a copy of the software or any proprietary intellectual property rights.

3. SERVICE FUNCTIONALITY AND LIMITATIONS

3.1. The "WithYoo" Service is designed for business entities in the hotel industry and provides the capability to:

- create and publish an electronic service menu;
- receive and process guest orders;
- communicate with guests;

- access statistics and analytics;
- manage content through the administrative panel.

3.2. The Contractor provides solely a technological platform and is not a party to the legal relationships between the Customer and its guests.

3.3. The Contractor shall not be liable for:

- the quality and content of the Customer's services;
- the accuracy of information published by the Customer;
- the Customer's compliance with tax and other obligations.

3.4. The Contractor does not accept, store, or process guest payments and is not involved in financial settlements between the Customer and its clients.

3.5 The Contractor does not set or alter prices for the Customer's goods or services.

4. TARIFFS AND PAYMENT PROCEDURE

4.1. The cost of the Services is determined based on the number of active QR codes provided to the Customer for use within the "WithYoo" Service.

4.2. The unit of accounting and billing for the Services is one active QR code assigned to a specific room, area, or object of the Customer.

4.3. An active QR code is a QR code that:

- is created and activated in the Service;
- is technically available for use by guests, regardless of the actual number of inquiries or orders.

4.4. The cost of the Services is determined by the number of active QR codes connected in the Service during the billing period.

4.5. One QR code grants access rights to the Service's functionality for one individual object or guest interaction point (including, but not limited to: a hotel room, common area, restaurant, SPA zone, etc.).

4.6. Tariff plans, the number of QR codes within each plan, and their cost are published on the official Service website at <https://withyoo.com/> and form an integral part of this Offer.

4.7. Information about current tariffs, the cost of Services, and subscription terms posted on the website <https://withyoo.com/> takes precedence over advertising materials and is used to generate invoices for payment.

4.8. The Provider has the right to change tariff plans and their cost by publishing updated information on the website, provided that:

- such changes do not apply to already paid periods;
- new tariffs take effect no earlier than 10 calendar days from the date of their publication.

4.9. The billing period is one calendar month, unless otherwise provided by the terms of the selected subscription.

4.10. Payment for the Services is made based on an invoice automatically generated in the Service's administrative panel.

4.11. The Customer may have access to the following payment options:

- monthly payment;
- prepayment for 6 (six) or 12 (twelve) months.

4.12. In the case of prepayment, the cost of the Services is fixed for the entire paid period and is subject to change.

4.13. The Customer independently bears responsibility for income accounting, payment of taxes and fees related to their business activities. The Provider does not influence the formation of the Customer's income and is not a participant in such settlements.

4.14. Payment for the Services is made for providing access to the Service's functionality, and not for the number of orders, inquiries, or the actual amount of income received by the Customer.

5. TRIAL PERIOD

5.1. The Customer may be granted a trial period, the duration of which is determined individually.

5.2. The trial period:

- is free of charge;
 - does not entail an automatic transition to a paid subscription;
 - is not accompanied by automatic debit of funds.
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6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Contractor undertakes to:

- ensure the technical availability of the Service, except for scheduled maintenance and force majeure;
- provide consultative support within the scope of the Service.

6.2. The Customer undertakes to:

- use the Service in accordance with its intended purpose;
- be independently responsible for its content and services;
- make timely payments.

6.3. The Contractor has the right to temporarily or completely restrict the Customer's access in the event of:

- violation of the law
- use of the Service for unintended purposes;
- complaints from third parties;
- overdue payment;
- suspicion of fraudulent activity.

7. LIABILITY AND WARRANTIES

7.1. The Service is provided on an "as is" basis.

7.2. The Contractor does not guarantee uninterrupted operation of the Service and shall not be liable for indirect damages.

7.3. The Contractor does not verify the accuracy of the Customer's financial information and shall not be liable for its compliance with the Customer's accounting or tax records.

7.4 . The Contractor shall not be liable for:

- the actions or inaction of the Customer;
- the quality of the Customer's goods or services;
- financial settlements between the Customer and its guests.

7.5. Compensation or refund of funds is possible only in case of complete technical unavailability of the Service for more than 5 calendar days in a row.

7.6. The maximum liability of the Contractor is limited to the amount of the Customer's payment for the last billing period.

8. PERSONAL DATA AND CONFIDENTIALITY

8.1. The WithYoo Service does not require guest registration and does not process guest personal data.

8.2. The processing of the Customer's personal data is carried out in accordance with the legislation of Ukraine and the GDPR (in the case of foreign customers).

8.3. The Contractor is not a controller of the personal data of the Customer's guests.

8.4. The Customer is independently responsible for the processing of any personal data within the scope of its activities.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All rights to the "WithYoo" software belong to the Contractor.

9.2. The Customer is granted a non-exclusive, limited, revocable right to use the Service.

10. TERM AND TERMINATION

10.1. This Offer is valid indefinitely.

10.2. The Customer may terminate the use of the Service at any time. Payment for the current period is non-refundable.

10.3. The Contractor has the right to amend the terms of this Offer by publishing a new version on the website.

11. FORCE MAJEURE

11.1. The Parties shall be released from liability for non-performance or improper performance of their obligations under this Contract if such non-performance occurred as a result of force majeure circumstances, i.e., extraordinary and unforeseeable circumstances that arose after the conclusion of this Contract, are beyond the control of the Parties and independent of their will, including but not limited to: hostilities, revolutions, coups d'état, natural disasters, technological and other accidents, power and communication system failures, strikes, lockouts, sabotage and terrorist acts, decisions of state and local authorities, epidemics, pandemics, emergencies that objectively make it impossible to fulfill the terms of the Contract.

12. DISPUTE RESOLUTION

12.1. Disputes arising between the Parties in the course of performance of this Contract or in connection with it shall be resolved through negotiations.

12.2. All disputes between the Parties for which no agreement has been reached may be submitted for resolution in court in accordance with the requirements of the current legislation of Ukraine.

12.3. By mutual agreement of the Parties, a dispute may be submitted for resolution to a mediator or another independent professional intermediary.

13. FINAL PROVISIONS

13.1. This Offer is governed by the laws of Ukraine.

13.2. The Parties undertake to keep confidential information and trade secrets that have become known to them in connection with the performance of the terms of this Contract, not to disclose the confidential information and trade secrets of the other Party, and not to use such information for their own benefit or the benefit of third parties.

13.3. The Contractor has the right to unilaterally amend this Contract by publishing amendments to the Contract on the Contractor's website. The amendments to the Contract shall enter into force on the date of their publication on the Contractor's website, unless another effective date is specified upon their publication

13.4 The Contractor performs the Services under this Offer using the website <https://withyoo.com/>.

13.4.1 The right to use the said website, including the domain name, is granted to the Provider on legal grounds in accordance with contractual relations with its owner and/or domain name administrator.

13.4.2 The use of the website is carried out solely for the purpose of providing the Services under this Offer and does not violate the rights of third parties.

13.5 This Agreement is not an agency agreement, commission agreement, mandate agreement, or intermediary agreement. The Provider does not act on behalf of or in the interests of the Customer's guests, does not conclude agreements between the Customer and third parties, and does not influence the terms of such agreements.

13. ADDRESS AND DETAILS OF THE CONTRACTOR

PRIVATE ENTREPRENEUR TARANIUK NIKITA VLADYSLAVOVYCH

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MFI 322001

Tel.: (063) 541-59-80, nulsonsprunk@gmail.com

[Signature] _____

16.02.2026



Taraniuk N.V.