

PUBLIC OFFER AGREEMENT

for access to MoneyDrive software (SaaS) – International Version

Important: Please read this Agreement carefully. By creating an account, starting a trial, purchasing or renewing a subscription, or otherwise using the Service, you accept this Offer and agree to be bound by it. If you do not agree, do not use the Service.

1. Definitions

1.1. "Offer" / "Agreement" means this public offer agreement that governs access to and use of the Service and is concluded by acceptance (click-wrap / browse-wrap).

1.2. "Website" / "Service" means the online web resources and software components made available by the Contractor at: <https://moneydrive.me> (landing) and <https://app.moneydrive.me> (web app), together with related APIs and mobile or other clients (if any).

1.3. "Account" means the user profile created as a result of registration in the Service.

1.4. "Subscription" / "Plan" means a paid plan granting access to features of the Service for a defined term (monthly/annual), prepaid and set to auto-renew unless disabled.

1.5. "Trial" means a free access period to the Service for the term indicated on the Website (currently up to 30 calendar days, unless otherwise stated). A Trial may be granted once per user/payment instrument.

1.6. "Customer" / "User" means a natural person of legal age, a sole proprietor, or a legal entity that accepted the Offer and/or purchased a Subscription.

1.7. "Contractor" means Sole Proprietor Andrii Zhovneryk, (Ukraine), tax ID/registration No. 2870405671, address: Kyiv, 22 Volodymyra Sikevycha St., IBAN: UA833052990000026003044939193, support e-mail: support@moneydrive.me, phone: +380443002831

1.8. "Payment Provider" means LiqPay (PrivatBank, Ukraine) or another payment system that processes payments for Subscriptions.

1.9. "Content" means any data and materials displayed or stored in the Service, including the Customer's data.

2. Subject of the Agreement

2.1. The Contractor grants the Customer a non-exclusive, limited, revocable license to access and use the MoneyDrive Service (software-as-a-service) for personal finance tracking, budgeting, subscriptions management and related features, according to the chosen Plan.

2.2. The Agreement does not transfer any intellectual property rights in the software; it only grants online use of the Service.

2.3. Scope of functionality, limitations and pricing are described on the Website/in the App and may be modified by the Contractor.

3. Acceptance and Term

3.1. Publishing this Offer on the Website is a public offer by the Contractor.

3.2. The Offer is accepted when the Customer (i) registers an Account; (ii) starts a Trial; (iii) orders and/or pays for a Subscription; or (iv) continues to use the Service after being provided access to the Offer.

3.3. The Agreement is effective from acceptance and continues until terminated in accordance with this Agreement. Some features may require e-mail/phone confirmation.

4. Plans, Prices and Trial

4.1. Current prices are shown on the Website/App. As of publication: Standard Monthly – 10 USD; Standard Yearly – 84 USD.

4.2. Subscriptions are prepaid for the respective billing period. Annual Subscriptions are prepaid for 12 months in a single charge.

4.3. Trial. If offered, the Trial starts on activation. Upon Trial end, access may be stopped or the Subscription may continue under the selected Plan if the Customer explicitly consented to auto-charge and did not cancel before the Trial ends.

4.4. The Contractor may change prices/Plans with notice on the Website/App. Changes apply to future billing periods.

5. Payments, Currency and Auto-Renewal

5.1. Payments are processed cashlessly via LiqPay or another payment service. Bank/processor fees are not included in the listed price and may be charged additionally.

5.2. Currency. Charges are generally in USD; the actual debit may occur in UAH (Ukrainian hryvnia) or another currency as determined by the Payment Provider/bank according to its exchange rules and rates on the date of charge. The Customer's bank may apply conversion and fees.

5.3. Auto-renewal. Subscriptions auto-renew by default for the next period under the same terms. The Customer can disable auto-renewal at any time in the Account or by contacting support; the change takes effect for the next billing period.

5.4. Receipts/invoices are provided electronically (by e-mail or in the Account, if available).

6. International Customers, Taxes and Compliance

6.1. The Service is offered from Ukraine and is primarily intended for international use on a cross-border basis. By using the Service, you represent that you are not a Ukrainian resident unless separately specified.

6.2. Taxes. Prices are exclusive of any indirect taxes (e.g., VAT, GST, sales/use taxes) that may be applicable in your jurisdiction. You are responsible for determining and paying any such taxes where required by law, unless the Contractor is legally required to collect them at checkout.

6.3. Sanctions/Export controls. You represent and warrant that you are not located in, under the control of, or a national/resident of a country or territory subject to comprehensive sanctions or embargoes, and that you are not a person listed on any applicable sanctions list. You agree to comply with all applicable export control and sanctions laws.

7. Service Availability and Support

7.1. The Service is generally available 24/7, subject to Internet connectivity and planned/unplanned maintenance.

7.2. Planned maintenance may be announced via the App/Website. In critical incidents access may be temporarily restricted without prior notice.

7.3. Support: support@moneydrive.me (business days 10:00–18:00, UTC+2/+3).

8. Rights and Obligations

8.1. Contractor obligations: provide access according to the Agreement and the chosen Plan; maintain confidentiality per the Privacy Policy; notify of material changes via the Website/App.

8.2. Contractor rights: modify features, interfaces and algorithms; limit/suspend access in case of Agreement violations, non-payment, suspicious activity or Service tampering; engage third parties.

8.3. Customer obligations: comply with the Agreement and applicable law; pay fees timely; not share access with third parties; not upload illegal/prohibited content; not reverse engineer or otherwise misuse the Service.

8.4. Customer rights: select a Plan; disable auto-renewal; delete the Account; contact support.

9. License and IP

9.1. All code, design, databases, names, logos, texts and other IP belong to the Contractor and/or respective rightsholders.

9.2. The Customer is granted a non-exclusive right to use the Service personally within the limits of the purchased Plan. Any reproduction, modification, distribution or use outside the Service requires prior written consent of the Contractor.

10. Personal Data and Communications

10.1. Processing of personal data is governed by the Privacy Policy (available on the Website) and applicable data protection laws. The Customer consents to processing for the purposes of contract performance, billing, communications and Service improvement.

10.2. If you are located in the EEA/UK, you have rights provided by GDPR/UK GDPR, including access, rectification, deletion, restriction, portability and objection, subject to conditions in the Privacy Policy.

10.3. Transactional and service e-mails/in-app messages may be sent. Marketing communications require separate consent and include an opt-out mechanism.

11. Price, Refunds and Cancellations

11.1. Prices reflect the Contractor's status as a sole proprietor in Ukraine. Additional bank/processor charges may apply.

11.2. Refunds. Because the Service is digital and prepaid, payments are non-refundable except in case of duplicate charge or a technical error confirmed by the Payment Provider. Claims must be sent to support@moneydrive.me within 14 days with evidence. Refunds, if any, are processed to the original payment method; bank/processor fees may be deducted.

11.3. Disabling auto-renewal does not entitle you to a refund for the current paid period; access continues until it ends.

12. Disclaimer and Liability

12.1. The Service is provided "as is" and "as available". The Contractor does not warrant error-free or uninterrupted operation, or compatibility with all hardware/software.

12.2. To the maximum extent permitted by law, the Contractor's total aggregate liability for all claims is limited to the amount actually paid by the Customer for the last billing period. The Contractor is not liable for indirect, incidental, special or consequential damages, loss of data or lost profits.

12.3. Nothing in this Agreement excludes liability that cannot be excluded by applicable law. If mandatory consumer protection laws in your country provide you with specific rights, such rights are not affected by this Agreement.

13. Force Majeure

13.1. A Party is not liable for non-performance caused by events beyond its reasonable control (including war, terrorism, natural disasters, cyberattacks, power outages, governmental actions).

14. Changes and Termination

14.1. The Contractor may amend this Offer by publishing a new version on the Website. The new version is effective upon publication or on the date stated therein.

14.2. Continued use after changes means acceptance of the updated terms. If you do not agree, stop using the Service and disable auto-renewal.

14.3. The Agreement may be terminated by the Contractor in case of violation by the Customer, without refund for the then-current period.

15. Governing Law and Disputes

15.1. This Agreement is governed by the laws of Ukraine, without regard to conflict-of-laws rules.

15.2. Courts. Unless mandatory consumer law of your country provides otherwise, disputes shall be resolved by the competent courts at the Contractor's registered address.

15.3. Consumers located in the EEA/UK/Switzerland may have the right to use local consumer dispute mechanisms where applicable; this Agreement does not limit such mandatory rights.

16. Contractor Details

Sole Proprietor Andrii Zhovneryk (Ukraine)

Tax/Registration No.: 2870405671

Address: Kyiv, 22 Volodymyra Sikevycha St.

IBAN: UA833052990000026003044939193 (Bank: Privatbank)

E-mail: support@moneydrive.me

Phone: +380443002831

Website: <https://moneydrive.me> App: <https://app.moneydrive.me>

17. Final Provisions

17.1. Version date: [publication date].

17.2. The Privacy Policy, Terms of Use and other documents published on the Website form an integral part of this Offer.

17.3. Publication of this Offer on the Website constitutes sufficient notice to an unlimited number of persons.