

# **PUBLIC OFFER**

on granting access to the online service beemesta.com

## **1. General Provisions**

1.1. This document (hereinafter referred to as the "Agreement") constitutes a public offer, meaning that, in accordance with Article 633 of the Civil Code of Ukraine, its terms are identical for all Users regardless of their status (individual, legal entity, or individual entrepreneur) (hereinafter referred to as the "User") who intend to use the online service beemesta.com (hereinafter referred to as the "Service").

1.2. Acceptance of this Agreement is effected by the User through registration on the website <https://beemesta.com> and/or installation of the plugin for the Autodesk Revit environment with corresponding subscription payment. From the moment of acceptance, this Agreement is deemed concluded.

1.3. The Service Provider is FOP Chaplinskyi Yu.M., registered in accordance with the legislation of Ukraine (hereinafter referred to as the "Provider").

## **2. Definitions**

2.1. Public Offer (hereinafter referred to as the "Offer") — a public proposal by the Provider, addressed to an unlimited number of persons (Users), to enter into an agreement with the Provider remotely (hereinafter referred to as the "Agreement") under the terms contained in this Offer.

2.2. BIM Model — a digital model of a building in IFC or RVT format containing geometric and attribute data about the construction object.

## **3. Subject of the Agreement**

3.1. The Provider undertakes to grant the User the right to use the beemesta.com Service for creating, analyzing, and calculating cost estimates based on BIM models (in IFC or RVT formats) using the web interface or the Revit plugin, and the User undertakes to pay for and use the Service under the terms of this Agreement.

3.2. The Service operates as a SaaS solution (software-as-a-service) and is provided via the Internet within the MVP functionality scope as defined in the technical documentation.

## **4. Registration and Access**

4.1. The User gains access to the Service only after completing registration and having the account activated by the Service administrator.

4.2. The Provider reserves the right to temporarily restrict or permanently terminate the User's access to the Service in the event of a breach of this Agreement.

## **5. Rights and Obligations of the Parties**

**5.1. The Provider undertakes to:**

- ensure technical availability and operation of the Service in accordance with technical specifications;
- protect Users' personal data in compliance with Ukrainian legislation;
- inform about significant changes in the Service operation or Tariff changes no less than 30 days in advance;
- provide technical support on business days from 9:00 AM to 6:00 PM Kyiv time.

#### **5.2. The Provider has the right to:**

- modify the Service functionality with prior notice;
- restrict access to the Service for maintenance purposes;
- delete or block accounts in the event of violation of this Agreement;
- set limitations on the volume of uploaded data.

#### **5.3. The User undertakes to:**

- use the Service exclusively for its intended purpose and in accordance with its designation;
- not transfer access credentials to their account to third parties;
- comply with the requirements and restrictions established by this Agreement;
- not perform actions that may disrupt the Service or cause harm to other users.

#### **5.4. The User has the right to:**

- access, delete, correct, and otherwise manage their personal data, to know the location, sources, purpose of collection, and other rights in accordance with applicable legislation.

## **6. Data Collection and Categories**

6.1. The Provider collects the following categories of personal data:

#### **Registration Data:**

- first and last name;
- email address;
- phone number;
- organization name (for legal entities);
- user's position/title.

#### **Technical Data:**

- IP address and location data;
- browser and operating system information;
- cookies and similar technologies;
- activity logs within the Service;
- data on the use of Service features.

#### **Project Data:**

- BIM models in IFC and RVT formats;
- project metadata;

- calculation results and cost estimates;
- user comments and messages.

#### **Financial Data:**

- payment details information (stored by third-party payment systems);
- payment and invoice history.

#### 6.2. Data collection sources:

- website registration form;
- Autodesk Revit plugin;
- web analytics systems;
- technical server logs;
- feedback and technical support forms.

## **7. Processing Purposes and Legal Basis**

7.1. The Provider processes personal data for the following purposes and on the following legal grounds:

#### **Contract Performance:**

- providing access to the Service and its features;
- processing BIM models and generating cost estimates;
- technical support for users;
- invoicing and payment processing.

#### **User Consent:**

- sending marketing communications and Service news;
- personalizing the user experience;
- conducting surveys and collecting feedback.

#### **Legitimate Interest of the Provider:**

- ensuring security and preventing abuse;
- analyzing Service usage for improvement;
- maintaining statistics and analytics.

#### **Legal Obligations:**

- maintaining records and reporting in accordance with Ukrainian legislation;
- cooperation with law enforcement agencies upon lawful requests.

## **8. Data Transfer to Third Parties**

8.1. The Provider may transfer personal data to the following categories of third parties:

#### **Technical Partners:**

- hosting providers for data storage (AWS, Microsoft Azure);
- backup and data recovery services;
- CDN providers for Service performance optimization.

### **Analytics Services:**

- Google Analytics for website traffic analysis;
- application performance monitoring systems;
- A/B testing services for user interface.

### **Payment Systems:**

- acquiring banks and payment aggregators;
- online payment fraud prevention systems.

### **Government Authorities:**

- upon lawful requests from law enforcement agencies;
- for fulfilling tax obligations.

### **8.2. Transfer guarantees:**

- all third parties are required to ensure an adequate level of data protection;
- personal data processing agreements are concluded with all processors;
- regular security audits of partner measures.

## **9. Data Location and Retention Periods**

### **9.1. Storage Geography:**

- primary servers are located in data centers within the European Union;
- data transfer outside Ukraine is carried out exclusively to countries with an adequate level of data protection.

### **9.2. Retention Periods:**

Account Data: retained for the duration of the Agreement and 3 years after its termination for the fulfillment of legal obligations.

Project Data: retained during active use of the account and 1 year after the last login to the system.

Technical Data: retained for no more than 12 months from the date of creation.

Financial Data: retained in accordance with the requirements of Ukrainian tax legislation (5 years).

Marketing Data: retained until the user withdraws consent.

## **10. Technical and Organizational Security Measures**

### **10.1. Technical Measures:**

- data encryption in transit (SSL/TLS) and at rest (AES-256);
- multi-factor authentication for access to administrative functions;
- regular backups with recovery capability;
- intrusion detection and monitoring systems;
- automatic security updates and vulnerability patching;
- logging of all operations involving personal data.

## **10.2. Organizational Measures:**

- restriction of access to personal data to authorized employees only;
- confidentiality agreements signed with all employees;
- regular staff training on personal data protection;
- internal audits of the data protection system;
- security incident response plan.

## **11. Data Breach Notification**

11.3. In the event of a personal data protection breach, the Provider undertakes to notify the relevant authorities within 72 hours and users within 5 business days if the breach may pose a high risk to their rights and freedoms.

## **12. Intellectual Property**

12.1. All intellectual property rights to the beemesta.com Service, including software, design, calculation algorithms, and documentation, belong to the Provider.

12.2. The User receives a non-exclusive, limited, non-transferable license to use the Service exclusively for their own purposes without the right of sublicensing.

12.3. The User retains all rights to BIM models and project data uploaded to the Service.

## **13. Service Fees and Licensing**

13.1. The beemesta.com Service operates on an annual subscription model with fixed packages for different types of users.

13.2. Detailed tariffs are set forth in Appendix No. 1 to this Agreement, which is an integral part thereof and is available on the website beemesta.com.

13.3. All prices are stated exclusive of VAT. VAT is charged additionally in accordance with applicable Ukrainian legislation.

13.4. The Provider reserves the right to modify tariffs with prior notice to users 30 calendar days before the new tariffs take effect.

13.5. Payment is made in advance for the annual usage period. Refunds for unused periods are not provided, except in cases expressly established by Ukrainian legislation.

## **14. Liability**

14.1. The Provider shall not be liable for the accuracy and correctness of data entered by the User and the results of calculations obtained on their basis.

14.2. The Service is an auxiliary tool and does not replace a professional cost estimator, engineer, or architect. All decisions are made by the User independently at their own risk.

14.3. The Provider shall not be liable for data loss resulting from actions of third parties, technical failures, force majeure circumstances, or unlawful actions by the User.

14.4. In the event of violations of applicable legislation, the Provider's maximum liability is limited to the amount paid by the User for the current year of Service usage.

14.5. The Provider does not guarantee uninterrupted operation of the Service and reserves the right to perform maintenance with prior notice to users.

## **15. Term and Termination**

15.1. This Agreement is concluded for a period of one calendar year from the date of acceptance by the User and is automatically renewed for each subsequent annual period, unless either Party notifies the other in writing (by email) of its intention to terminate the Agreement no later than 30 calendar days before the date of its expiration.

15.2. The Agreement may be terminated early:

- by mutual agreement of the parties;
- unilaterally by the Provider in the event of the User's breach of the Agreement;
- unilaterally by the User with 30 days' notice.

15.3. Upon termination of the Agreement, access to the Service is blocked, and personal data is deleted in accordance with the periods established by this Agreement.

## **16. Dispute Resolution**

16.1. All disputes and disagreements arising in connection with this Agreement or its performance shall be resolved by the Parties through negotiations.

16.2. If no agreement is reached within 30 calendar days from the date of the dispute, it shall be referred to the competent court of Ukraine at the Provider's location in accordance with the procedural legislation of Ukraine.

16.3. The legislation of Ukraine shall apply to the relations between the parties.

## **17. Miscellaneous Provisions**

17.1. The Provider has the right to amend this Agreement unilaterally. The updated version shall take effect 30 days from the date of publication on the website beemesta.com.

17.2. Users are notified of changes to the Agreement via email and/or notifications in the Service interface.

17.3. The current version of the Agreement is always available at <https://beemesta.com/terms>.

17.4. If any provision of this Agreement is found to be invalid or unenforceable, this shall not affect the validity of the other provisions of the Agreement.

17.5. The Agreement is drawn up in Ukrainian. In the event of translation into other languages, the Ukrainian version shall prevail.

## **18. Contact Information**

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