

## Service Agreement

village of Strilky

This Agreement, published (posted) on the Website pursuant to the Civil Code of Ukraine, is an official proposal of the Contractor to conclude a Service Agreement, hereinafter referred to as the "Agreement", as follows.

This Agreement will be concluded in particular, but not exclusively, by accession of a legal entity, its authorized representative, a natural person-entrepreneur or its authorized representative (hereinafter, the Customer) intending to obtain services, to the Agreement as a whole by submitting a [Statement of Accession](#) to this Agreement.

### 1. DEFINITIONS AND TERMS

- 1.1. **Client** is a natural person for whom the Customer, subject to the terms of this Agreement, submits an Order for services provided by the Contractor, to whom the services shall be provided if the Contractor confirms the Customer's order.
- 1.2. **Individual Client** is a specific Client for whom the Customer orders the services.
- 1.3. **Group of Clients** is a group of specifically identified clients accommodation of which requires 10 (ten) and more rooms, with respect to which the Customer submits to the Contractor one (general) Service Order, and which arrive to the Contractor's and leave at the same time (i.e. during one **Billing Day**).
- 1.4. **Services** :
  - 1.4.1. Temporary housing and accommodation services, room service, etc., included in the room rate (**Basic Services**), and other services related to temporary housing and accommodation, but not included in the room rate (**Additional Services**), in particular restaurant services, bar services, conference services and other similar services that may be provided by the Contractor and/or
  - 1.4.2. health care services, in particular, measures that include consultations, examinations, diagnostic tests, procedures, services to improve physical condition and comfort of persons, including, but not limited to health care services to lose weight, massage rooms, health centers, spa centers, etc.
- 1.5. **Service Order** is a written request submitted by the Customer on behalf of the Client or Group of Clients for provision of the Services received by the Contractor as an original copy, by fax or in any other manner provided for by this Agreement.
- 1.6. **Cancellation of Order (annulment of Order)** is refusal of the Customer from the services ordered from the Contractor in full.
- 1.7. **Change of Order** is replacement by the Customer of the services ordered (or parts thereof) by the others, including: change of the persons for whom the Order is made by the Customer; change of Check-in or Check-out Dates; list of services and/or additional services.
- 1.8. **Room Reservation** is acceptance by the Contractor from the Customer of advance room reservations for the purpose of further use thereof for temporary accommodation and receipt of services by the Clients pursuant to the order submitted to the Contractor.
- 1.9. **Service Reservation** is acceptance by the Contractor of the Customer's preliminary orders for receipt of services by the Clients pursuant to the submitted order.
- 1.10. **Check-in Day** is the date of arrival of the Client (Group of Clients) to the Contractor's.
- 1.11. **Check-out Day** is the date of the Client's (Group of Clients') departure from the Contractor's.
- 1.12. **Check-in Time** is 02:00 p.m. – local time after which the Clients are checked-in.
- 1.13. **Billing Day (22 hours)** is the time period from 02:00 p.m. of a current day to 12.00 p.m. of the next day, local time.
- 1.14. **Check-out Time** is 12:00 p.m. (local time) when the Client must vacate the room on the Check-out Day.
- 1.15. **Early (morning) Check-in** is a check-in not earlier than 8 hours before the Check-in Time, which is paid additionally as determined by the Contractor.
- 1.16. **Late Check-out** is a check-out not later than 8 hours after the Check-out Time, which is paid additionally as determined by the Contractor.
- 1.17. **"No-show"** means absence of the Customer's refusal to receive the services ordered that were provided in the manner stipulated by this Agreement and/or failure of the Clients to arrive by the specified time.
- 1.18. **Guarantee Letter** is an official letter of the Customer, a legal guarantee of fulfillment of the Customer's obligations set forth therein.
- 1.19. **Trade Secret** is any information related to the specifics of the Contractor's activity, the manner of services rendering, provision of material base of the Contractor, interior elements, etc.
- 1.20. **Customer** is a legal entity, its authorized representative, a natural person - entrepreneur or its authorized representative, intending to receive services specified in the terms of this Agreement.
- 1.21. **Contractor:**
  - 1.21.1. "Edem - Resort and Spa" LLC  
address: Hutir of Ripyshche 1, Village of Strilky, Peremyshlyansky district, Lviv region, 81220  
EDRPOU: 38357441  
current account IBAN No. UA93 3808 0500 0000 0026 0063 8581 3 at JSC Raiffeisen Bank Aval in Kyiv  
ITN 383574413247

or

  - 1.21.2. "Medical Center Edem Medical" LLC  
address: Hutir of Ripyshche 1, Village of Strilky, Peremyshlyansky district, Lviv region, 81220  
EDRPOU: 40374953  
current account IBAN UA81 3808 0500 0000 0026 0015 3748 4 at Raiffeisen Bank Aval JSC MFO 380805  
ITN 403749513244

## **2. SCOPE OF THE AGREEMENT**

- 2.1. The Contractor undertakes to provide services to the Customers the Order for which is performed by the Customer under the terms hereof.
- 2.2. Services are provided at **Edem Resort Medical & SPA (hereinafter, the Complex)** located at: **Hutir of Ripyshche 1, village of Strilky, Peremyshlyansky district, Lviv region, 81220, Ukraine.**

## **3. PROCEDURE FOR IMPLEMENTATION, CHANGE AND CANCELLATION OF SERVICES ORDER**

- 3.1. The services defined in paragraph 1.4 hereof shall be rendered by the Contractor on the basis of an Order previously submitted by the Customer by making a reservation.
- 3.2. The Order is considered submitted if it was sent to the Contractor via e-mail ([reservations@edem.com.ua](mailto:reservations@edem.com.ua)), subject to the requirements set out in the paras.3.2.1, 3.2.2 and 3.2.3
  - 3.2.1. Order Form for the Individual Clients:
    - Agreement number and date;
    - Full name (for foreigners – last name and first name in Latin), date and approximate check-in and check-out time;
    - Citizenship, passport details;
    - Information about early/late check-in, late check-out;
    - Type and number of rooms;
    - List of services and/or additional services;
    - Form of payment and payment procedure: the Customer is obliged to specify the procedure and form of payment for the services: by the Customer or by the Client. When paying for the Client's services independently, the Contractor in the confirmation of the Order shall specify the cost of accommodation during a billing day determined pursuant to the Price List, payable by the Individual Client on the Check-in Day;
    - The name, position and signature of the person who filled in the application.
  - 3.2.2. When reserving rooms for a Group of Clients:
    - Agreement number and date;
    - Full names of the clients that are part of the Group of Clients (for foreigners – last names and first names in Latin);
    - Citizenship, passport details
    - Date, estimated check-in and check-out time of the Group of Clients;
    - Information about early/late check-in, late check-out;
    - Type and number of rooms required;
    - List of services and/or additional services;
    - Form and procedure of settlement;
    - The name, position and signature of the person who filled in the application.
  - 3.2.3. Order submission time:
    - 1 day before an Individual Client's Check-in Day;
    - 15 days before a Check-in Day of the Group of Clients;
- 3.3. Within 4 (four) business hours after receipt of the Order the Contractor shall submit to the Customer via e-mail to the address specified by the Customer in the Statement of Accession, a documentary confirmation of the reservation of rooms and/or other services.
- 3.4. The Order shall be deemed accepted and agreed upon receipt of the reservation confirmation by the Customer.
- 3.5. In case of check-in of a Group of Clients, the Customer shall, within not less than 3 days, submit to the Contractor a final list of the Group of Clients.
- 3.6. Within the limits of the Orders for rooms reservation confirmed by the Contractor, the Customer may re-reserve already reserved rooms for the other Clients, with the same terms of accommodation and room categories, but not later than 48 hours before the scheduled Check-in of the Clients. Re-reservation shall be made on the basis of a written Order pursuant to the established form in the manner provided for by this section.
- 3.7. Early Check-in of the Clients is possible only if it is provided for by the Order and is subject to additional payment in the manner stipulated by this Agreement and the Annexes thereto.
- 3.8. In case of reduction of the number of Clients in the Group by the Customer, to accommodate which less than 10 (ten) rooms are required, the Individual Client prices shall be used to calculate the cost of the Services. The Customer may also change the Clients' Check-in Day (Check-out Day), reduce the number of rooms reserved, or cancel reservation orders, taking into account the requirements for the settlement procedure provided for in this Agreement.
- 3.9. The Customer may cancel Reservation Orders without a penalty, by sending a written notice to the Contractor, subject to the terms specified in paras. 5.8 and 5.9 hereof.
- 3.10. The Contractor has the right to refuse to accept the Reservation Order in the following cases:
  - 3.10.1. lack of vacant rooms, inability to provide health care and/or other services by the Contractor;
  - 3.10.2. the Customer's debt for the previously rendered services.
- 3.11. In case of payment for the services by the Clients directly at the place of provision of services on the Check-in Day, such condition must be necessarily specified in the Customer's agreed Order.
- 3.12. The terms of cancellation and no-show are stipulated by paras. 5.8 and 5.9 hereof. Cancellation and no-show fees apply to all Orders, including Orders paid by the Customer and Orders paid by an Individual Guest directly at the place of services provision, as well as in all cases where the payment for Order to the Contractor was not secured by the other payment method (i.e., deferred payment or warranty). The Customer shall pay the cancellation and no-show fee to the

Contractor provided for by paras. 5.8 and 5.9 no later than 5 days after the Client receives the invoice from the Contractor.

#### **4. PROCEDURE FOR PROVISION OF SERVICES. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 4.1. The Contractor shall provide services by reserving the rooms and providing the Clients with temporary accommodation, meals and other services pursuant to this Agreement.
- 4.2. Temporary accommodation is provided to the Clients only upon presentation of a passport or other document certifying the Client's identity, as required by the current legislation.
- 4.3. Pursuant to this Agreement, if the Contractor is unable to provide the Client with the Accommodation Services specified by the Customer in the Order that was accepted and confirmed by the Contractor, the Contractor shall ensure accommodation of the Clients in another hotel in Lviv in the rooms that correspond to the class and comfort level of the reserved rooms as much as possible, and pay for the transportation of the Clients and their luggage to such hotel.
- 4.4. The Contractor reserves the right to conduct video surveillance in public areas (lobby, hall, hallways of restaurants, etc.) to ensure safety of the Clients, visitors, employees of the Contractor. All information is registered, recorded on digital media and stored. By signing the accommodation card, the Customer (acting on behalf of the client or Group of Clients), the client, individual client takes into account and does not object to the fact that video surveillance systems are used (except for the rooms and toilets) in the Contractor's premises.
- 4.5. **The Contractor shall have the right to:**
  - 4.5.1. Require from the Customer proper and real fulfillment of his duties as defined by this Agreement.
  - 4.5.2. To refuse to provide services to the Customer in case of breach by the Customer of his obligations hereunder.
  - 4.5.3. To independently set and change tariffs and prices for the services provided hereunder.
  - 4.5.4. To involve third parties to fulfill their contractual obligations.
  - 4.5.5. To terminate the agreement for provision of temporary accommodation services prematurely, without repayment of funds paid by the Customer for temporary accommodation with simultaneous forced eviction from the territory of the Complex in case of the Client's (Clients') following actions:
    - is in a state of strong alcoholic and/or narcotic and/or toxic intoxication or under the influence of psychotropic substances;
    - smokes in the rooms as well as on the territory of the Complex, except for specially designated areas;
    - stores or brings weapons, explosive and flammable, caustic, poisonous, narcotic drugs and other dangerous objects and substances without the reception desk's approval and without proper permits;
    - violates public order rules;
    - violates Complex accommodation rules;
    - violates provisions of this Public Offer;
    - there are regular (2 or more) complaints of other guests of the Complex about violation of their rights and freedoms.
  - 4.5.6. To receive payment (prepayment) for the services rendered (or services to be provided) within the time limits and in the amounts specified in the terms hereof;
  - 4.5.7. To accept complex premises used by the Customer (his Clients) pursuant to the terms of this Agreement, in proper condition, without damage;
  - 4.5.8. To receive compensation of the value of the Contractor's damaged property as a result of the Customer's actions (Clients, Employees of the Customer);
- 4.6. **The Contractor shall:**
  - 4.6.1. Provide Services stipulated by para 2.1 hereof in a timely and good manner.
  - 4.6.2. Keep commercial secret and shall not disclose any confidential information about the terms and conditions hereof.
  - 4.6.3. Carry out reconciliation checks with the Customer.
- 4.7. **The Customer has the right to:**
  - 4.7.1. Cancel the order in writing not later than the on the day specified in the paras. 5.8 and 5.9 hereof without a penalty.
  - 4.7.2. To receive necessary, reliable, accessible and timely information about available rooms, possibility to provide other services by the Contractor.
  - 4.7.3. To notify the Contractor of the planned order volume for each subsequent month.
- 4.8. **The Customer (invited persons, clients, employees) is obliged to:**
  - 4.8.1. Ensure that the hotel rooms are occupied pursuant to the agreed order.
  - 4.8.2. Approve the order and/or cancel it within the time limits stipulated by this Agreement.
  - 4.8.3. Take all necessary measures for the proper and real fulfillment of the other obligations hereunder.
  - 4.8.4. Make timely payment in the manner stipulated by this Agreement.
  - 4.8.5. Conduct payment reconciliations with the Contractor.
  - 4.8.6. Properly use the Complex territory, buildings, structures, furnishings, equipment, utility equipment, electric power networks, other communications, etc., pursuant to the requirements of current regulations and for the intended purpose, to adhere to the accommodation rules, instructions for hotel accommodation and fire safety rules.
  - 4.8.7. Prior to the sale of the Service, to provide the Clients with complete and accurate information about the terms of accommodation and obtaining the services, about their rights and obligations, procedure for compensation of damages, terms of cancellation of the Service, and other essential conditions relating to the Services received by the Client.
  - 4.8.8. To notify the Contractor in advance (at least before 10 working days) at [reservations@edem.com.ua](mailto:reservations@edem.com.ua) of any changes in his/her email for exchange of electronic documents specified in the Statement of Accession and/or for changing the software (system) used by the Customer to exchange documents electronically.

## **5. COST OF SERVICES AND SETTLEMENT PROCEDURE**

- 5.1. The Contractor's services, including additional services, are provided on a fee basis pursuant to the terms of the Agreement and tariffs/prices specified on the information stands, menus, price labels, price lists, other information documentation of the Contractor and/or on the Contractor's website. Tariffs/prices for the Contractor's services and a list thereof are determined and changed only by the sole decision of the Contractor.  
The total price of this Agreement is the cost of the services provided by the Contractor during the period of validity hereof. The cost of services is determined individually and is specified in the invoice issued by the Contractor depending on the type of service chosen by the Customer, and period during which the service shall be provided, etc. The Contractor has the right to set free prices and a discount system for the services provided to the Customer. Payment for the services of the Contractor is made in cash, using Visa, Mastercard, AmEx cards or by bank transfer.
- 5.2. The prices for the Additional Services which may be provided to the Clients in cases stipulated by this Agreement, shall be set independently by the Contractor and shall be notified to the Customer in case of sending an Order for provision of additional services to the Contractor.
- 5.3. Payment for services provided hereunder for the Individual Clients and/or Group of Clients shall be made as follows:
- 5.3.1. By the Customer – at the time when the reservation is confirmed, by prepayment in the amount of 100% of the cost of the services ordered, but not later than 31 days before Check-in, unless otherwise stated in the invoice;
- 5.3.2. By the Client - at the time of check-in, in case of providing the Customer with a Guarantee Letter confirming payment for the services ordered.
- 5.4. In case the Customer decreases the number of rooms reserved for the Client Group, in case of change of Check-in (Check-out) Day 30 calendar days prior to Check-In time, the Customer, in addition to paying for the Services provided, shall pay 100% of the total price of the rooms, reservation of which has been cancelled, for one (1) billing day.
- 5.5. The Early Check-in and Late Check-out of the Customers are additionally paid:
- 5.5.1. In the case of Early Check-in of the Individual Clients at the Complex (from 06:00 a.m. to 02:00 p.m.), the Customer, in addition to paying for the services provided, shall pay 50% of the price of the reserved rooms for 1 (one) billing day.
- 5.5.2. In the case of Late Check-out of the Individual Clients, the Customer, in addition to paying for the services provided, shall pay the cost of Late Check-out to the Contractor as follows:
- 50% of the cost of their rooms for one (1) billing day, in case of check-out within 8 hours after the Check-out Time.
  - 100% of the cost of their rooms for one (1) billing day, in case of check-out more than 8 hours after the Check-out Time.
- 5.5.3. In case of Early Check-in/Late Check-out of the Group of Clients, in addition to paying for the services provided, the Customer shall pay 100% of the price of the reserved rooms for one (1) billing day.
- 5.6. In case of check-out of the Clients prior to the previously scheduled Check-out Day, the Contractor shall not refund the prepayment for the reservation stated in the reservation application.
- 5.7. If the Clients stayed in the Complex during less than one (1) billing day, the Customer shall pay the cost of their rooms for one (1) billing day.
- 5.8. In case the Customer cancels an Order for an Individual Client or changes the Check-in Day after 02:00 p.m.:
- 5.8.1. more than 14 days before the Check-in Day, 100% prepayment will be refunded;
- 5.8.2. from 13 to 7 days before the Check-in Day, 50% of prepayment will be refunded;
- 5.8.3. in case of cancellation less than 6 days in advance and in case of no-show, the Contractor shall not refund the prepayment.
- 5.9. In case of cancellation by the Customer of the Order for the Group of Clients or change of the Check-in Day after 02:00 p.m.:
- 5.9.1. more than 31 days before the Check-in Day, 100% prepayment shall be refunded;
- 5.9.2. during the period from 30 to 15 days before the Check-in Day, 100% of the cost of the services ordered for the Group of Clients will be charged for the billing day;
- 5.9.3. in case of cancellation less than 14 days in advance and in case of no-show, the Contractor shall not refund the prepayment.
- 5.10. In case of cancellation of the order, that was guaranteed under para. 5.3.2 hereof, the Customer shall pay for such reservation pursuant to the cancellation policy and paras. 5.8 and 5.9 hereof.
- 5.11. Services under this Agreement and cancellation and no-show fees shall be paid by the Customer subject to the invoice no later than within five (5) banking days after the date of invoice. The order is considered paid if the funds are fully credited to the Contractor's current account.
- 5.12. In case of refusal of the Customer to receive the paid services specified in paras. 1.4.2 and Additional Services after 02:00 p.m.:
- 5.12.1. more than 14 days before the start of the service – 100% prepayment will be refunded;
- 5.12.2. during the period from 13 to 7 days before the date of commencement of provision of the services – the Customer shall pay all expenses incurred by the Contractor in connection with the preparation to provide such services;
- 5.12.3. in case of cancellation of reservation in less than 6 days the Contractor's prepayment will not be refunded.
- 5.13. If the Customer violates the procedure and terms of payment established by this Agreement, the Contractor shall be entitled to compensation for the damages and may terminate provision of the services until the debt is paid.
- 5.14. After rendering the Services, the Contractor shall, as of the last day of the calendar month, submit to the Customer two copies of Service Acceptance Certificate for the calendar month for signing, subject to provisions of para. 8.16. The Customer shall sign the copies of the Service Acceptance Certificates within five (5) calendar days from the day of receipt thereof and return one copy of the Certificate to the Contractor. In the absence of written objections of the Customer within 5 working days from receipt of the Service Acceptance Certificate regarding the data set out therein,

the services shall be considered to have been rendered in full and pursuant to the terms of the Agreement. A tax invoice shall be provided to the Customer upon the latter's request.

- 5.15. Based on the Reconciliation Statement and a written request from the Customer, the Contractor shall, within 20 days following the reporting period, return the value of prepaid but not provided services to the Customer that were reasonably reduced by the amounts stipulated by the paras. 5.8, 5.9 and 5.12 hereof.
- 5.16. The prices and terms of payment specified in this Agreement and Annexes hereto are contractual and confidential, they include taxes and may be changed during the term hereof only on the grounds stipulated by this Agreement, provisions of the current Ukrainian legislation and agreements between the Parties.
- 5.17. Settlements between the Parties hereto shall be made in a non-cash manner by transfer of funds to the bank current accounts of the Parties using the details specified in the Statement of Accession to this Agreement, except for the settlements mentioned in par. 5.3.2.
- 5.18. The payment for the Additional Services used by the Client/Clients in the Complex shall be made in any manner that is provided for by the current Ukrainian legislation.

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1. Neither Party shall be liable for the non-performance or improper performance of its obligations hereunder, if such non-performance or improper performance is caused by the act of God (force majeure circumstances). The Party that faced the force majeure circumstances shall be obliged to notify the other Party in writing within 5 calendar days from the date of occurrence of such circumstances.
- 6.2. The Contractor shall be released from responsibility for the breach of its obligations hereunder in connection with rendering the services to the Client/Group of Clients pursuant to the agreed Order in case there is no confirmation of payment of funds to the Contractor's current account at the time of check-in of the Client/Group of Clients.
- 6.3. The Contractor shall not be liable for any damage caused to the Client, if such damage resulted from the Client's failure to comply with the rules stipulated by para. 4.8.6, as well as other regulatory documents of Ukraine, including Safety Rules, fire prevention rules and other regulatory documents concerning accommodation institutions, catering, health improvement, etc. applicable at the time of rendering the services.
- 6.4. The Parties have agreed that the general limitation period of 3 (three) years shall apply to disputes concerning debt collection for the services rendered by the Contractor.
- 6.5. All claims will be considered by the Contractor only if the Contractor has been informed about the breach of the terms of service in advance, to be able to eliminate them within the next 12 hours. Complaints and all necessary documents (checks, receipts of the Contractor, documents confirming actual damages) shall be provided to the Contractor no later than 3 calendar days after the date of termination of the service. Complaints made in violation of the requirements of this Public Offer (agreement) shall not be considered.
- 6.6. All disputes related to this Agreement shall be settled through negotiations between the Parties. If the dispute cannot be resolved by negotiation, it shall be settled by the court pursuant to the established legal jurisdiction of such dispute, as determined by the relevant legislation of Ukraine.

## **7. SPECIAL CONDITIONS**

- 7.1. The Customer encourages and agrees to provide all available information and data regarding the Client(s) who caused damages to the Hotel in the form of loss or damage to the hotel property (including property of a restaurant, bar, conference room, etc.), in cases of non-payment of the invoices by the Clients (including non-payment of the invoices by the Clients who used the Additional Services of the Complex which were not paid by the Customer).
- 7.2. The fact of damage and/or destruction of property will be recorded in a statement drawn up and signed by the authorized representatives of the Contractor in the presence of a representative of the Customer and/or the Client. In case the Client's representative and/or the Client refuses to participate in preparation of the said statement and/or receiving a copy thereof, such statement shall be drawn up and signed by the authorized representatives of the Contractor and sent to the Client's mailing address and/or e-mail pursuant to the contact details of the Client(s) provided by the Customer.
- 7.3. The Customer's assistance hereunder means provision of the Client's contact information (mailing address, e-mail, telephone number, name of the organization where the Client works, his/her positions, telephone number, etc.).

## **8. TERM OF THE AGREEMENT AND OTHER CONDITIONS**

- 8.1. This Agreement is an accession agreement within the meaning of Article 634 of the Civil Code of Ukraine and can be concluded only by joining the Customer to all its terms as a whole by submitting to the Contractor the Statement of Accession (annex to this Agreement), in the manner stipulated by this Agreement. The Agreement shall enter into force upon the Contractor's acceptance of the Statement of Accession issued by the Contractor and shall remain in force until the date of termination by either Party, but not earlier than one of the Parties performs its obligations.
- 8.2. By submitting the Statement of Accession, the Customer acknowledges that he has read and understood the Terms in force at the time of conclusion of the Agreement and that were posted on the official website of the Contractor, and undertakes to comply with them.
- 8.3. The Customer submits a Statement of Accession using one of the ways of his own choice:
  - 8.3.1. by sending a signed and sealed (if applicable) Statement of Accession in duplicate. Having received two copies of such Statement and in the absence of objections to the execution and completion of such Statement the Contractor shall return one copy to the Customer with an acceptance mark and assigned individual number.
  - 8.3.2. by sending the Statement of Accession in electronic form with the imposition of a qualified electronic signature through M.E.Doc. Having received the Statement in electronic form and in the absence of objections to the issuance and completion of such Statement the Contractor shall return to the Customer the Statement in electronic form with an acceptance mark (superimposed by qualified electronic signature) and with assigned individual number.

- 8.4. The Contractor may, at its sole discretion, refuse to accept the Statement of Accession from the Customer, regardless of transfer method.
- 8.5. The Agreement shall also be deemed to have been concluded and shall enter into force from the date of implementation by the Customer of any action stipulated by para. 8.6 hereof, which means full and unconditional acceptance by the latter of all terms of the Agreement without any exceptions and/or restrictions pursuant to Article 642 of the Civil Code of Ukraine. The Service Agreement concluded by the Customer by accepting the Public Offer will be effective pursuant to Article 642 of the Civil Code of Ukraine and is equivalent to an agreement signed by the parties and shall be deemed as the document by which the Customer has read and agreed to the terms of this Public Offer (Agreement).
- 8.6. Pursuant to Article 642 of the Civil Code of Ukraine, the Customer confirms acceptance of the Public Offer in case of carrying out any of the following actions:
  - 8.6.1. submission of the Statement of Accession to this Agreement;
  - 8.6.2. payment for any services of the Complex through the reception and accommodation service (reception and/or reservation department) or by bank transfer subject to invoices or using a bank card.

The term of acceptance of this Public Offer is unlimited.
  - 8.6.3. The Contractor shall have the right to terminate the Agreement unilaterally by sending an electronic notice of termination of the Agreement to the Customer.
- 8.7. This Agreement may be terminated by agreement of the Parties by signing an additional agreement hereto, but not before performance of the previously assumed obligations by the Parties hereunder in full.
- 8.8. Changes to this Agreement will be made public by posting the Agreement on the Contractor's official website. The Customer is entitled to terminate the Agreement in case of disagreement with provisions of the new version of the Public Offer pursuant to para. 8.7.
- 8.9. Amendments to the Agreement shall enter into force on the day following the date of publication by the Contractor of the information on such changes, or from the date of entry into force of amendments, if such date is specified in the published information.
- 8.10. Any amendments hereto the Agreement from the date of its entry into force shall apply to all persons who have joined the Agreement, including those who have joined the Agreement before the date of entry into force of the amendments hereto.
- 8.11. All legal relations arising out of or in connection to this Agreement, including those related to the validity, conclusion, execution, amendment and termination hereof, interpretation of its terms, determination of the consequences of invalidity or breach of the Agreement, shall be governed by this Agreement and the relevant standards of the current legislation of Ukraine, as well as the business customs based on the principles of honesty, reasonableness and fairness applicable to such legal relations.
- 8.12. All Annexes to the Agreement constitute an integral part hereof. The invalidity (invalidation) of any of the provisions (any of the terms) of this Agreement and/or the annexes thereto shall not be grounds for invalidity (invalidation) of the other provisions (conditions) of this Agreement and/or the Agreement as a whole.
- 8.13. The Parties have agreed that all terms and time limits obligatory for them shall be adhered to during working days (during working hours). In the event that the expiry date does not coincide with working hours, such term shall not be postponed to working hours on the next day and shall be taken into account by the obligated party to ensure proper fulfillment of the rights and obligations of the Parties. More specifically, if the final period for possible cancellation of the order does not coincide with the working hours, the Customer shall be obliged to notify the Contractor before the end of the working time (06:00 p.m.) of the current day.
- 8.14. The Contractor shall have the right to specify the Company's (commercial) name and/or trademark among the list of clients that use the Contractor's services in their information or advertising materials or during marketing campaigns.
- 8.15. Any person authorized subject to part two of Article 207 of the Civil Code of Ukraine to sign this Agreement and its annexes or supplementary agreements on behalf of any Party, gives to the other Party its permanent consent of the personal data subject to process his/her personal data for the purpose of implementation hereof, as well as in cases provided for by the current legislation of Ukraine in accordance with the provisions of the Law of Ukraine "On Protection of Personal Data" No. 2297-VI of 01.06.2010.
- 8.16. The Parties agreed that the documents sent by e-mail, that constitute an integral part hereof, signed and sealed by the Parties, have full legal effect prior to exchange of the original copies of the documents by the Parties (by registered mail with return receipt requested), establish rights and obligations for the Parties hereto, can be submitted to the courts as an appropriate evidence. The terms of this paragraph do not apply to primary accounting documents that can be provided electronically using M.E.Doc service. The Parties acknowledge that the electronic document (generated, signed using a digital signature and transmitted through the service) is identical in terms of its content and details to the paper document, and each document has the same legal effect. Upon the Contractor's request, the Customer is obliged to send original copy of the document in paper form to the Contractor within the next 5 working days after receipt of such request.
- 8.17. The Contractor is a payer of income tax under general rules pursuant to the requirements of the Tax Code of Ukraine.