

Service agreement

Strilky village, Park Country Edem, 1

This agreement, published (posted) on the Internet page in accordance with the Civil Code of Ukraine, is an official offer of the Contractor to enter into an agreement for the provision of services, hereinafter referred to as the «Agreement», on the conditions defined below.

This Agreement is concluded in particular, but not exclusively, by joining a legal entity, its authorized representative, private entrepreneur or its authorized representative (hereinafter referred to as the Customer), who intends to receive services, to the Agreement as a whole by submitting an [Application for accession](#) to this Agreement.

1. DEFINITIONS AND TERMS

- 1.1. **Client** is an individual (individuals) for whom, in accordance with the terms of this Agreement, the Customer submits an Order for services provided by the Contractor and to whom, in case of appropriate confirmation by the Contractor of the Customer's Order, the services are to be provided.
- 1.2. **An individual client** is a specifically defined Client to whom the Customer provides an Order for services.
- 1.3. **Group of clients** is a group of specifically defined clients, for the placement of whom 10 (ten) or more rooms are required, for whom the Customer submits one (general) Order for services to the Contractor, and who arrive at the Contractor's and leave at the same time (that is, within one **Billing Day**).
- 1.4. **Services** are:
 - 1.4.1. Temporary placement and accommodation services, room service services, etc., which are included in the room price (**Main Services**), as well as other services related to temporary placement and accommodation, but which are not included in the room price (**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. Wellness services, in particular, a set of activities that include consultations, examinations, diagnostic studies, procedures, services aimed at improving the physical condition and ensuring the comfort of individuals, including, but not limited to, wellness services for weight loss, massage rooms, physical culture and health centers, SPA salons, etc.
- 1.5. **Service order** — written request submitted by the Customer on behalf of the client or a Group of clients for the provision of services, received by the Contractor in the original, by fax or in another way provided for in this Agreement.
- 1.6. **Cancellation of the Order (annulment of the Order)** — the Customer's refusal from the services ordered from the Contractor in full.
- 1.7. **Change of order** — replacement of ordered by the Customer services (parts thereof) with others, including: change of persons for whom the Customer is placing the Order; change of date of arrival or departure; list of services and/or additional services.
- 1.8. **Reservation of rooms** — acceptance of prior orders for rooms from the Customer by the Contractor for the purpose of their further use for temporary accommodation and receiving services by the Clients in accordance with the order submitted to the Contractor.
- 1.9. **Reservation of services** — acceptance by the Contractor from the Customer of prior orders for receiving services by the Clients in accordance with the submitted order.
- 1.10. **Check-in Day** — the date of the Client's (Group of Clients) arrival at the Contractor's.
- 1.11. **Check-out Day** — the date of the Client's (Group of Clients) departure from the Contractor's.
- 1.12. **Check-in Time** — 14:00 local time, after which the Clients are settled.
- 1.13. **Billing Day** (22 hours) — time period from 14:00 of the current day until 12:00 next day local time.
- 1.14. **Billing Hour** — 12:00 local time, upon which the Client must vacate the room on the Check-out Day.
- 1.15. **Early (morning) check-in** — check-in no earlier than 8 hours before the Check-in Time, which is paid additionally in the amount set by the Contractor.
- 1.16. **Late check-out** — check-out no later than 8 hours after the Billing Hour, which is paid additionally in the amount set by the Contractor.
- 1.17. **«No-show»** — the absence of the Customer's refusal to receive the ordered services, provided in the manner accorded in this Agreement and/or non-arrival of the Clients at the stipulated hours.
- 1.18. **A letter of guarantee** — the Customer's official letter, which is a legal guarantee of the Customer's fulfillment of the obligations set forth in it.
- 1.19. **Commercial secret** — any information related to the specifics of the Contractor's activities, the procedure for providing services, the Contractor's material and technical base, interior elements, etc.
- 1.20. **The Customer** is a legal entity, its authorized representative, a private entrepreneur or its authorized representative, who intends to receive the services defined by the terms of this Agreement.
- 1.21. **Contractor**
 - 1.21.1. Limited Liability Company «Edem Resort & SPA»
Address: Ukraine, 81220, Park Country Edem street, 1, Strilky village, Peremyshlyany district, Lviv region.
EDRPOU: 38357441
c./a. IBAN No. UA93 3808 0500 0000 0026 0063 8581 3 in Raiffeisen Bank Aval JSC in Kyiv
MFO (interbranch turnovers) 380805
TIN 383574413247

Or

1.21.2. Limited Liability Company «Medical center «Edem Medical»
Address: Ukraine, 81220, Lviv region, Peremyshlyany district, Strilky village, Park Country Edem street, 1, building 1
EDRPOU 40374953
с./а. IBAN No. UA81 3808 0500 0000 0026 0015 3748 4 in Raiffeisen Bank JSC
MFO (interbranch turnovers) 380805
TIN 403749513244

2. SUBJECT OF THE AGREEMENT

- 2.1. The Contractor is obliged to provide services to the Clients, whose Orders are placed by the Customer under the terms of this Agreement.
- 2.2. Services are provided in the Complex «Edem Resort Medical & SPA» (hereinafter — Complex), located at the address: Park Country Edem street, 1, Strilky village, Peremyshlyany district, Lviv region, 81220, Ukraine.

3. PROCEDURE FOR PROVISION, CHANGING AND CANCELLING ORDERS OF SERVICES

- 3.1. The services specified in clause 1.4 of this Agreement are provided by the Contractor on the basis of the Order previously submitted by the Customer by making a reservation.
- 3.2. The order is considered submitted if it has been sent to the Contractor by e-mail at reservations@edem.com.ua in compliance with the requirements set forth in clause 3.2.1, 3.2.2 and **Ошибка! Источник ссылки не найден.**
 - 3.2.1. Order form for Individual Clients:
 - Number and date of the Agreement;
 - Full name (for foreigners — surname and first name in Latin), date and approximate time of check-in and check-out;
 - Citizenship, passport data;
 - Information about early/late check-in, late check-out;
 - Type and number of required rooms;
 - List of services and/or additional services;
 - Form of payments and order of payments: The Customer is obliged to specify the order and form of payment for services: by the Customer or the Client independently. When paying for services by the Client independently, the Contractor in the confirmation of the Order indicates the cost of accommodation for the billing day, determined in accordance with the Price List, which must be paid by the Individual Client on the Check-in Day;
 - Surname, position and signature of the person who filled out the application.
 - 3.2.2. When making reservation for rooms for a Group of Clients:
 - Number and date of the Agreement;
 - Names of clients who are members of the Group of Clients (for foreigners — surname and first name in Latin);
 - Citizenship, passport data;
 - Date and approximate time of check-in and check-out of the Group of Clients;
 - Information about early/late check-in, late check-out;
 - Type and number of required rooms;
 - List of services and/or additional services;
 - Form and order of payments;
 - Surname, position and signature of the person who filled out the application.
 - 3.2.3. The deadline for submitting an order is no later than
 - 1 day before the Individual Client's Check-in Day, taking into account clause 3.3. of this Agreement;
 - 15 (fifteen) days before the Check-in Day of the Group of Clients;
- 3.3. Within 4 (four) working hours after receiving the Order, the Contractor provides the Customer with documentary confirmation of the reservation of rooms and/or other services, by e-mail at the address specified by the Customer in the Application for accession. If the Contractor received the Customer's Order before 18:00 on a working day, confirmation of the reservation of rooms and/or other services is sent to the Customer within 4 (four) working hours after receiving the Order, by e-mail at the address specified by the Customer in the Application for accession. If the Contractor received the Order after 18:00 on a working day, confirmation of the reservation of rooms and/or other services is sent to the Customer the next day after receiving the Order, by e-mail to the address specified by the Customer in the Application for accession.
- 3.4. The order is considered accepted and agreed from the moment the Customer receives the reservation confirmation.
- 3.5. In case of arrival of a Group of Clients, the Customer must submit to the Contractor the final list of persons included in the Group at least 3 days in advance.
- 3.6. Within the limits of the orders for room reservations confirmed by the Contractor, the Customer may rebook the reserved rooms to other Clients, while preserving the terms of stay and room category, but no later than 48

hours before the scheduled day of arrival of the Clients. Rebooking can be done on the basis of a submitted written Order in the established form in the manner provided for in this section.

- 3.7. Early check-in of the Clients at the Contractor's is possible only if stipulated in the Order and is subject to additional payment in accordance with the procedure provided for in this Agreement and its Appendices.
- 3.8. In the event that the Customer reduces the number of the Group of Clients, for the placement of which less than 15 (fifteen) rooms are required, the prices valid for the Individual Client are used to settle the cost of the Services. The Customer can also change the Customers' Check-in (Check-out) Day, reduce the number of reserved rooms or cancel the reservation order, taking into account the requirements regarding the order of payments provided for in this Agreement.
- 3.9. The Customer can cancel the Order for reservation of rooms without penalty by sending a written notice to the Contractor subject to the conditions specified in clause 5.8. and 5.9. of this Agreement.
- 3.10. The Contractor has the right to refuse to accept the Placement Order in such cases:
 - 3.10.1. lack of free accommodation, impossibility of providing other services by the Contractor;
 - 3.10.2. if there is debt owed by the Customer for previously provided services.
- 3.11. In case of payment of services by Clients directly at the place of provision of services on the Check-in Day, such a condition must be specified in the Customer's agreed Order.
- 3.12. The conditions for cancellation and «no-show» are provided for in clause 5.8 and 5.9 of this Agreement. The cancellation and «no-show» fee applies to all Orders, including Orders paid by the Customer and Orders paid by Individual Guests directly at the place of service provision, as well as in all cases when the payment of the order to the Contractor has not been made secured by another method of payment (in particular, a deferral or guarantee). The Customer must pay the cancellation and «no-show» fee to the Contractor provided for in clause 5.8 and 5.9 within a period of no more than 3 (three) calendar days from the moment the Customer receives the invoice from the Contractor.

4. PROCEDURE FOR PROVISION OF SERVICES. RIGHTS AND OBLIGATIONS OF BOTH PARTIES

- 4.1. The Contractor's services are granted by booking rooms and providing the Clients with the opportunity to temporarily stay in the rooms, eat and receive other services, in accordance with the terms of this Agreement.
- 4.2. Provision of the possibility of temporary residence in the rooms to the Clients is carried out only upon presentation of a passport or other document certifying the identity of the Clients provided by the current legislation.
- 4.3. The Contractor reserves the right to conduct video surveillance in public areas (lobby, hall, corridors, restaurant halls, etc.) in order to ensure the safety of Clients, visitors, and Contractor's employees. All information is recorded on digital media and stored. By signing the residence registration card, the Customer (acting on behalf of the client or a Group of clients), client, individual client takes into account and does not object to the fact of using video surveillance systems in the Contractor's premises (except for rooms and toilet cubicles).
- 4.4. **Contractor has the right to:**
 - 4.4.1. Demand from the Customer the proper and real fulfillment of his obligations defined by this Agreement.
 - 4.4.2. Refuse the Customer to provide services in case of violation by the Customer of the obligations assigned to him in accordance with this Agreement.
 - 4.4.3. Independently set and change tariffs and prices for services provided in accordance with this Agreement.
 - 4.4.4. Engage third parties to fulfill their obligations under the Agreement.
 - 4.4.5. Prematurely, without refunding the funds paid by the Customer for temporary accommodation, terminate the Agreement for the provision of temporary accommodation services, with simultaneous forced eviction from the territory of the Complex in the event of the following actions by the Client (Clients):
 - being in a state of strong alcoholic and/or narcotic and/or toxic intoxication or under the influence of psychotropic substances;
 - smoking in the rooms, as well as on the territory of the Complex, except for places specially designated for this purpose;
 - without the consent of the reception and without the proper permission documents for storing or bringing weapons, explosives and flammable, caustic, poisonous, narcotics and other dangerous objects and substances;
 - violation of the rules of public order;
 - violation of the rules of residence in the Complex;
 - violation of the conditions of this Public Offer;
 - systematic (2 or more) complaints from other guests of the Complex about violations of their rights and freedoms.
 - 4.4.6. Receive payment (advance payment) for the services provided (or services to be provided) within the terms and in the amounts determined by the terms of this Agreement;
 - 4.4.7. Receive the premises of the Complex, which were used by the Customer (his Clients) in accordance with the terms of this Agreement, in proper condition, without damage;
 - 4.4.8. Receive compensation for the cost of damaged property of the Contractor as a result of the actions of the Customer (Clients, employees of the Customer);
 - 4.4.9. Terminate this Agreement unilaterally in case the Customer uses a phishing site (a fake site that completely copies the real web resource of the Contractor) or other methods of dishonest advertising.
- 4.5. **The Contractor is obliged to:**

- 4.5.1. Provide timely and high-quality Services provided for in clause 2.1 of this Agreement.
- 4.5.2. Keep commercial secrets and do not disclose confidential information about the terms of this Agreement.
- 4.5.3. Carry out reconciliations of mutual settlements with the Customer.
- 4.6. **The Customer has the right to:**
 - 4.6.1. Cancel the order in writing no later than the terms indicated in clause 5.8 and 5.9 of this Agreement without penalty.
 - 4.6.2. Receive the necessary, reliable, accessible and timely information about the availability of free rooms and the possibility of providing other services by the Contractor.
 - 4.6.3. Notify the Contractor about the planned amount of the order for each subsequent month.
- 4.7. **The Customer (persons invited by him, Clients, employees) is obliged to:**
 - 4.7.1. Ensure the filling of hotel rooms in the quantity, according to the agreed order.
 - 4.7.2. Approve the order and/or cancel it within the terms specified in this Agreement.
 - 4.7.3. Take all necessary measures regarding the proper and real fulfillment of other obligations under this Agreement.
 - 4.7.4. Make payments in time in accordance with the procedure provided for in this Agreement.
 - 4.7.5. Carry out reconciliations of mutual settlements with the Contractor.
 - 4.7.6. Properly, in accordance with the requirements of current regulations, and according to the intended purpose, use the territory of the Complex, buildings, structures, items of their interior decoration and furnishing, engineering equipment, electrical networks, other communications, etc., observe the rules of staying in the hotel, instructions for accommodation and stay in the hotel and fire safety rules.
 - 4.7.7. Before the sale of the Service, provide the Clients with complete and reliable information about the conditions of placement and receipt of services, their rights and obligations, the procedure for compensation for damages, conditions for refusing the Service and other significant conditions related to the Client's receipt of services.
 - 4.7.8. Notify the Contractor in advance (not less than 10 working days) to the e-mail address reservations@edem.com.ua about the change of his e-mail address for the exchange of electronic documents specified in the Application for accession and/or about the change of the software (system), used by the Customer to exchange documents in electronic form.

5. COST OF SERVICES AND SETTLEMENT PROCEDURE

- 5.1. The Contractor's services, including additional ones, are provided on a paid basis in accordance with the terms of the Agreement and the tariffs/prices indicated on information stands, menus, price lists, other information documentation of the Contractor and/or on the Contractor's website. Tariffs/prices for the Contractor's services and their list are determined and changed exclusively by the sole decision of the Contractor.

The total price of this Agreement consists of the cost of services provided by the Contractor during the term of the Agreement. The cost of services is determined individually and indicated in the invoice generated by the Contractor depending on the type of service chosen by the Customer, the period during which the service will be provided, etc. The Contractor has the right to set free prices and a system of discounts for the services provided to the Customer.
- 5.2. Prices for Additional Services that can be provided to Clients in the cases provided for in this Agreement are set independently by the Contractor and are brought to the attention of the Customer in the event that an Order for the provision of additional services is sent to the Contractor.
- 5.3. Payments for services under this Agreement for Individual Clients and/or Groups of Clients are made as follows:
 - 5.3.1. By the Customer — at the time of confirmation of the reservation by prepayment in the amount of 100% of the cost of the ordered services, but no later than 15 (fifteen) days before the Check-in Day, unless otherwise specified in the invoice;
 - 5.3.2. By the Client — at the time of check-in, if the Customer provides a Letter of Guarantee for payment of the ordered services.
- 5.4. In the event that the Customer reduces the number of rooms reserved for a Group of Clients, changes the Check-in Day (Check-out Day) 14 (fourteen) calendar days before the Check-in Day, the Customer, in addition to paying for the Services provided, pays 100% of the total cost of rooms booked but removed from the Order for 1 (one) billing day.
- 5.5. Payment for Early Check-in of Clients to the Hotel, as well as Late Check-out is made additionally:
 - 5.5.1. In the case of Early Check-in of the Clients to the Complex between 00:00 and 06:00 of the current day, the Customer, in addition to paying for the services provided, pays 100% of the cost of the booked rooms for 1 (one) billing day. In case of check-in between 06:00 and 14:00, the Customer pays 50% of the price of the booked rooms for 1 (one) billing day.
 - 5.5.2. In case of Late Check-out of Individual Clients, the Customer, in addition to payment for the services provided, pays the Contractor a Late Check-out fee in the amount of 50% of the room price when checking out before 20:00, and 100% of the room price for 1 (one) billing day, when checking out after 20:00.
 - 5.5.3. In case of Early Check-in / Late Check-out of a Group of Clients, the Customer, in addition to paying for the services provided, pays 100% of the cost of the booked rooms for 1 (one) billing day for each Early Check-in or Late Check-out separately.

- 5.6. In case of Check-out of the Clients before the scheduled Check-out Day, the Contractor does not return the prepayment for the rooms declared in the reservation application.
- 5.7. If the Clients stayed in the Complex for less than 1 (one) billing day, the Customer pays the cost of their rooms as for 1 (one) billing day.
- 5.8. If the Customer cancels the Order for an Individual Client or changes the Check-in Day after 14:00:
 - 5.8.1. more than 14 days before the Check-in Day, 100% of the reservation cost is returned;
 - 5.8.2. in less than 14 days and in the case of «no-show», the Contractor does not return the reservation cost.
- 5.9. In case of cancellation from 14 to 6 days before the Check-in Day, 50% of the reservation cost is returned:
 - 5.9.1. in the period from 5 days before the Check-in Day, 100% of the cost of the ordered services for the Group of Clients is retained;
 - 5.9.2. in case of cancellation of the reservation less than 14 days in advance and in the case of «no-show», the Contractor does not return the prepayment;
- 5.10. In case of cancellation of the order, which was guaranteed in accordance with clause 5.3.2 of this Agreement, the Customer pays for such a reservation, taking into account the cancellation policy in accordance with clause 5.8 and 5.9 of this Agreement.
- 5.11. Services under this Agreement and fees for cancellation and «no-show» are paid by the Customer on the basis of the invoice no later than 3 (three) banking days from the date of the invoice. The order is considered paid if the funds are fully credited to the current account of the Contractor.
- 5.12. In the event of the Customer's refusal to receive the paid services specified in clause 1.4.2 and Additional services, after 14:00:
 - 5.12.1. more than 14 (fourteen) days before the start date of providing services — 100% of the prepayment is returned;
 - 5.12.2. in the period from 13 to 7 days before the start date of providing services — the Customer pays all costs incurred by the Contractor due to preparation for the provision of such services;
 - 5.12.3. in less than 5 (five) days — the prepayment is not returned by the Contractor.
- 5.13. If the Customer violates the procedure and payment terms established by this Agreement, the Contractor has the right to compensation for damages, and may also stop providing services until the debt is paid.
- 5.14. After the provision of Services, the Contractor, as of the last day of the calendar month, provides the Customer with two copies of the Act of acceptance and transfer of services for the calendar month for signature, taking into account the provisions of clause 8.14 The Customer within 5 (five) calendar days from the day of receipt copies of the Acts, signs them and returns one copy of the Act to the Contractor. In the absence of written objections from the Customer within 5 working days from the moment of receipt of the Act of acceptance and transfer of the provided services, with regard to the data set forth in it, the services are considered to be provided in full and in accordance with the terms of the Agreement. At the Customer's request, he is provided with a tax invoice.
- 5.15. On the basis of the Act of Reconciliation of Mutual Settlements and the written request of the Customer, within 20 days of the month following the reporting period, the Contractor shall return to the Customer the cost of previously paid but not provided services after reasonable deduction of the amounts provided for in clause 5.8, 5.9 and 5.12 of this Agreement.
- 5.16. The prices and terms of settlement determined by this Agreement and its Appendices are contractual and confidential, include taxes and may change during the term of this Agreement only on the grounds provided for by this Agreement, the provisions of current Ukrainian legislation and the agreements of the Parties.
- 5.17. Settlements between the Parties to this Agreement are carried out in a cashless way by transferring funds to the current bank accounts of the Parties according to the details, specified in the Application for accession to this Agreement, except for settlements in accordance with clause 5.3.2
- 5.18. Payment for Additional Services used by the Client/Clients in the Complex is carried out in any way provided for by current Ukrainian legislation.

6. RESPONSIBILITY OF THE PARTIES

- 6.1. None of the Parties is responsible for non-fulfillment or improper fulfillment of its obligations under this Agreement, if this non-fulfillment or improper fulfillment is caused by uncontrollable circumstances (force majeure). The Party for which force majeure has arisen is obliged to notify the other Party in writing no later than 5 calendar days after the occurrence of such circumstances. Among the circumstances of irresistible force (force majeure), the Parties include extraordinary and unavoidable circumstances that objectively make it impossible to fulfill the obligations stipulated in the terms of the Agreement, namely: threat of war, armed conflict or serious threat of such a conflict, including, but not limited to, hostile attacks, blockades, military embargo, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, acts of the public enemy, incitement, acts of terrorism, sabotage, disorder, invasion, blockade, revolution, mutiny, uprising, mass riots, lack of supply of electricity, energy carriers, curfew, quarantine established by the Cabinet of Ministers of Ukraine, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, accident, illegal actions of third parties, fire, explosion, long interruptions in the operation of transport, regulated by the terms of relevant decisions and acts of state authorities, closure of sea straits, embargoes, prohibition (restriction) of export/import, etc., as well as caused by exceptional weather conditions and natural disasters, namely: epidemic, strong storm, cyclone, hurricane, tornado, tempest, flood, accumulation of snow, ice, hail, frost, earthquake, lightning, fire, other natural disasters, etc., which occurred

regardless of the will of the Parties, other circumstances that do not depend on the will of the Parties and make it impossible to fulfill the terms of this Agreement.

- 6.2. The Contractor is released from responsibility for the violation of his obligations under this Agreement in terms of providing services to the Client/Group of Clients in accordance with the agreed Order in the event that there is no confirmation of the receipt of funds to the current account of the Contractor at the time of the arrival of the Client/Group of Clients.
- 6.3. The Contractor is not responsible for any damage caused to the Client, if such damage occurred as a result of the Client's non-compliance with the rules provided for in clause 4.7.6, as well as other regulatory documents of Ukraine, including the Safety Rules, fire regulations and other regulatory documents valid at the time of provision of services relating to accommodation facilities, public catering, health care, etc.
- 6.4. The Parties have agreed among themselves that a general statute of limitations of 3 (three) years applies to disputes related to debt collection for services provided by the Contractor.
- 6.5. All complaints are considered by the Contractor only on the condition that the Contractor was informed about the violation of the terms of service provision in advance for the possibility of their elimination within the next 12 hours. Complaints and all necessary documents (checks, Contractor's receipts, documents confirming actual losses) are provided to the Contractor no later than 3 calendar days after the end of the service. Complaints filed in violation of the requirements of the Public Offer (agreement) are not considered.
- 6.6. All disputes related to this Agreement shall be resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it is resolved in a court of law according to the established jurisdiction and jurisdiction of such a dispute, determined by the relevant current legislation of Ukraine.

7. SPECIAL CONDITIONS

- 7.1. The Customer contributes and undertakes to provide all available information and data about the Client (Clients) who caused damage to the Hotel through the loss or harm of the hotel property (including the property of the restaurant, bar, conference hall, etc.), non-payment of bills by Clients (including in the payment of bills that were unpaid by Clients who used Additional Services of the Complex that were not paid by the Customer).
- 7.2. The fact of damage and/or destruction of property is recorded in the Act drawn up and signed by authorized representatives of the Contractor in the presence of a representative of the Customer and/or the Client. In the event that the representative of the Customer and/or the Client refuses to participate in drawing up the specified Act and/or receiving its copy, such Act is drawn up and signed by authorized representatives of the Contractor and sent to the postal address and/or e-mail of the Client in accordance with contact details of the Client (Clients) provided by the Customer.
- 7.3. The Customer's assistance under this Agreement consists in providing the Client's contact data (postal address, e-mail, phone number, name of the organization in which the Client works, his position, phone number, etc.).

8. DURATION OF THE AGREEMENT AND OTHER TERMS.

- 8.1. This Agreement is an accession agreement within the meaning of Article 634 of the Civil Code of Ukraine and may be concluded only by the Customer's accession to all its terms in general by the Customer's submission to the Contractor of the Application for Accession (appendix to this Agreement), in the way intended by this Agreement. The Agreement becomes valid from the moment the Contractor accepts the Application for Accession from the Customer and is valid until the date of withdrawal from the Agreement by any Party, but not before one of the Parties fulfills the assumed obligations.
- 8.2. By submitting the Application for accession, the Customer confirms that he is informed and agrees with the Terms and Conditions valid at the time of the conclusion of the contract and posted on the official website of the Contractor, and undertakes to fulfill them.
- 8.3. The Customer sends the Application for accession in one of the ways of his choice:
 - 8.3.1. by sending a signed and sealed (if available) Application for accession in two copies. After receiving two copies of such an Application, if there are no objections to the execution and filling out of such an Application, the Contractor returns one of the copies to the Customer with a note of acceptance and an assigned individual number.
 - 8.3.2. by sending the Application for accession in electronic form with the imposition of a qualified electronic signature through M.E.Doc. After receiving the Application in electronic form, if there are no objections to the execution and filling out of such an Application, the Contractor returns the Application in electronic form to the Customer with a note of acceptance (superimposed with a qualified electronic signature) and an assigned individual number.
- 8.4. The Contractor has the right, at his own discretion, to refuse the Customer to accept the Application for accession, regardless of the method of sending.
- 8.5. The Agreement is also considered concluded and becomes effective as an accession agreement from the moment the Customer performs any action provided for in clause 8.6. of this Agreement, which means full and unconditional acceptance by the latter of all the terms of the agreement without any exclusions and/or restrictions in accordance to Article 642 of the Civil Code of Ukraine. The Agreement for the provision of services concluded by the Customer with the help of the acceptance of the Public Offer is valid in accordance with Article 642 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties, and it is considered that the Customer is informed and agrees with the terms of this Public Offer (Agreement).

- 8.6. In accordance with Article 642 of the Civil Code of Ukraine, the Customer confirms the fact of acceptance of the Public Offer in case of any of the following actions:
- 8.6.1. submission of the Application for accession to this Agreement;
 - 8.6.2. payment for any services of the Complex through the front desk and accommodation service (reception and/or reservation department) or by bank transfer on the basis of issued invoices, or by bank card;
- The term of acceptance of this Public Offer is unlimited.
- 8.6.3. The Contractor has the right to terminate the Agreement unilaterally by sending the Customer an electronic notice of termination of the Agreement.
- 8.7. Amendments to the Agreement become valid on the day following the date of publication by the Contractor of information about these amendments, or on the date amendments become valid, if such a date is specified in the published information.
- 8.8. Any amendments to the Agreement from the moment it becomes valid apply to all persons who joined the Agreement, including those who joined the Agreement before the date of amendments to the Agreement becoming valid.
- 8.9. All legal relations arising from this Agreement or related to it, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or violation of the Agreement, are regulated by this Agreement and the corresponding norms of the current legislation of Ukraine, as well as the customs of business turnover applicable to such legal relations based on the principles of good faith, reasonableness and justice.
- 8.10. All Appendices to the Agreement are an integral part of it. The invalidity (recognition of invalidity) of any of the provisions (any of the conditions) of this Agreement and/or its annexes is not a basis for the invalidity (recognition of invalidity) of other provisions (conditions) of this Agreement and/or the Agreement in general.
- 8.11. The Parties have agreed that all terms and deadlines, the observance of which is mandatory for them, must be fulfilled on working days, during working hours. In the event that the expiration of the term is due on non-working hours, then such term is not transferred to the working hours of the next day, and must be taken into account by the obligated Party in such a way as to ensure the normal fulfillment of the rights and obligations of the Parties. In particular, if the deadline for the possibility of canceling the order is due on non-working hours, then the Customer is obliged to notify the Contractor about this before the end of working hours (18:00) of the current day.
- 8.12. The Contractor has the right to indicate the Customer's brand (commercial) name and/or trademark among the list of clients using the Contractor's services in its information or advertising materials or during marketing campaigns.
- 8.13. Each person who is authorized in accordance with the second part of Article 207 of the Civil Code of Ukraine to sign this Agreement and annexes or additional agreements to it on behalf of any Party, provides the other Party with the indefinite consent of the subject of personal data for the processing of his personal data for the purpose of executing this Agreement, as well as in cases provided for by the current legislation of Ukraine in accordance with the provisions of the Law of Ukraine «On the Protection of Personal Data» of June 1, 2010, No. 2297-VI.
- 8.14. The Parties agreed that the documents sent by e-mail, which are an integral part of the Agreement, signed and sealed by the Parties, have full legal force until the time of exchange of the original documents by the Parties (by registered mail with notification of receipt), establish rights and obligations for the Parties to the Agreement, may be submitted to the courts as appropriate evidence. The terms of this clause do not apply to primary accounting documents that can be provided in electronic form using the M.E.Doc service. The Parties acknowledge that the electronic document (concluded, signed using a digital signature and transmitted using the service) is identical in content and details to the document on paper, and each of the documents has the same legal force. At the request of the Contractor, the Customer undertakes to send the original document in paper form to the address of the Contractor within the next 5 working days after receiving such a request.
- 8.15. Electronic document management.
- 8.15.1. The Parties have agreed in their economic activity on the possibility of signing the following documents, in particular primary documents, in electronic form using a digital signature (hereinafter referred to as «DS») and a qualified electronic seal, and with the help of means of information, telecommunication, information and telecommunication systems (hereinafter — «Electronic document management system»), such as M.E.Doc. In the event that the Parties use different Electronic Document Management Systems or DS of different Key Certification Centers, the specified systems or DS must be able to interoperate and verify keys with each other.
 - 8.15.2. The Parties agreed to consider such documents electronic:
 - Service contracts, Appendices and Additional agreements to them;
 - Expense invoices for the delivery of goods;
 - Invoices;
 - Acts of acceptance and transfer of completed works and provided services;
 - Other primary documents created as a result of economic activity between the Parties.
 - 8.15.3. Electronic documents must be as follows:
 - executed in accordance with the requirements of the Agreements concluded by the Parties and current legislation;

- contain mandatory details defined by the current legislation of Ukraine, without which they cannot be considered primary documents and cannot be the basis for accounting and will not have legal force;
- signed using a DS, which must comply with the provisions of the Law of Ukraine «On Electronic Trust Services»;
- confirmed by a qualified electronic seal.

8.15.4. The Parties agreed to establish the following conditions for the exchange of electronic documents:

- the electronic document is considered received by the addressee (the Party to whom the electronic document is sent) according to the date and time of its receipt, which is displayed in the sender's Electronic Document Management System;
- the Party that received the electronic document (addressee) is obliged, within 10 calendar days from the date of drawing up the document, to either approve the electronic document using a DS and a qualified electronic seal, or refuse to accept and sign such a document by rejecting it, simultaneously notifying the sender of the reason for such refusal. If the addressee rejected the document within the agreed time frame with notification of the reasons, which are justified, the Sender is obliged to resend the corrected document no later than the next day after the rejection, and the addressee is obliged, within 5 calendar days, to consider it and, in the absence of objections, to approve such a document;
- the date of the document is the date of drawing up the document. The date of delivery according to expense invoices, provision of services according to the act of completed works — is the date of their compilation.

8.16. The Contractor is a payer of income tax under general conditions in accordance with the requirements of the Tax Code of Ukraine.