

## Contract offer

Individual entrepreneur Kratov Denis Valerievich, referred to as hereinafter, the "Contractor", on the one hand, publishes these Terms, which are a public offer (offer) on the provision of the Services and / or the provision of access to the BOOKINGLITE System (website) in Internet and other related services.

1. Terms and definitions for the purposes of this Offer Agreement, the following terms are used in following values:

System BOOKINGLITE - A software system hosted on the Internet by addresses: [www.bookinglite.ru](http://www.bookinglite.ru) where \* is any name

Customer - an individual and / or legal entity that has accepted the terms of this offers and / or using the BOOKINGLITE System.

Price list - current systematized list of the Contractor's Services with prices, published on the Internet at the following address: [www.bookinglite.ru/price](http://www.bookinglite.ru/price)

Service - connection for a certain period of functionality BOOKINGLITE systems, in accordance with the price list and conditions of this of the offer

Authentication data - unique login (login) and password (password) Customer, used to access the Service. As login is used email address specified by the customer when registering in the BOOKINGLITE System.

Authorization is the process of analysis on the Contractor's server entered by the Customer

Authentication data, the results of which determine the presence of Customer's right to get the Service.

Credentials - Customer's email address, password, last name and first name.

2. General provisions

2.1. These Terms in accordance with Art. 435, 437 of the Civil Code of the Russian Federation are a public offer (offer) of the Contractor to the physical and legal entities containing the essential terms of the contract for the provision of the Services and use of the BOOKINGLITE System.

2.2. Full and unconditional acceptance of this offer are any actions to fulfill the conditions specified in this offer, including payment Services, registration as a Customer on the BOOKINGLITE System website, and also other actions confirming the person's intention to use the BOOKINGLITE System and / or the Services.

2.3. From the moment of acceptance, the Customer is considered acquainted and agreed with this offer and in accordance with the Civil Code RF is considered entered into contractual relations with the Contractor in accordance with these Terms.

2.4. The obligations of the Contractor are limited by the terms of this offer, in particular, the Contractor's obligations do not include the provision of services to the Customer provide access to the Internet. Internet access Customer provides at its own expense on its own. Also, the Contractor does not provide possibility of reception and transmission of electronic messages by the Customer; settings and / or diagnostics of computer hardware and software, and also training of the Customer and / or the Customer's employees in working with software and hardware.

2.5. Services are provided under the conditions defined in the "Agreement

offer "(this document) placed in the public domain on the Internet  
Internet at [www.bookinglite.ru/oferta](http://www.bookinglite.ru/oferta)

2.6. The Contractor has the right to change or supplement these Terms in any the moment both with the notification of Customers, and without it. Current edition always available on the Contractor's website at [www.bookinglite.ru/oferta](http://www.bookinglite.ru/oferta)

### 3. Cost of services and payment procedure

3.1. The cost of the Services is determined in accordance with the Price List.

3.2. The Contractor may at any time unilaterally change  
Price list.

3.3. Services are paid by the Customer on a prepaid basis, with the method the prepayment of the Services is determined

By the customer himself from among the options proposed on the BOOKINGLITE System website.

3.4. The date of the provision of the Services by the Contractor is the date of existence connection (renewal) for a certain period of time functionality of the BOOKINGLITE System.

### 4. The procedure for the provision of services

4.1. Contractor provides the customer for the term of the contract is not exclusive, non-transferable or non-transferable in any form, limited right of access to BOOKINGLITE is exclusively for the customer's business operations, provided that these do not include the lease of the BOOKINGLITE System.

4.2. Customer access to the BOOKINGLITE system is carried out on the Internet by the Customer entering the authentication data to the System address BOOKINGLITE.

4.3. The provision of services is carried out after depositing funds into the account Artist.

4.4. After the period for which the connection was made BOOKINGLITE System functionality, the Contractor disables system functionality BOOKINGLITE.

4.5. The reporting period for the provision of the Services is set in the Price List

4.6. Delivery of services is performed in the following order:

4.6.1. Within five working days from the date of the Services (connection to certain term functionality BOOKINGLITE systems, in accordance with the price list and conditions of this of the offer) The Contractor shall form a unilateral Act on services rendered in accordance with the cost of services rendered.

4.6.2. Services are considered to be provided by the Contractor in a proper manner and accepted by the Customer in the amount specified in the Act, if within five working days from the moment of issuing the Act the Contractor did not receive from the Customer motivated written objections.

Upon the expiration of the period indicated above (five working days), claims Of the Customer regarding the shortcomings of the Services, including by quantity (volume), cost and quality are not accepted.

4.7. Expenses, including bank charges, for transfer the customer of funds under this Agreement shall be charged to the customer.

### 5. Terms of Use of the BOOKINGLITE System

5.1. Registration in the BOOKINGLITE System is carried out by the Customer independently by specifying their credentials. By elements identifying the Customer in the BOOKINGLITE System are the address email and password specified during registration (credentials).

5.2. Email address and password used by the Customer to access System BOOKINGLITE, the Contractor is not restored. Recovery The password is carried out by the Customer independently.

5.3. The customer is fully responsible for the actions and / or inaction, resulting in disclosure, loss, theft, etc. his credentials and other information that individualizes Customer, as well as for any actions and / or inaction of third parties, using customer credentials. Contractor is not responsible for the above actions of the Customer and / or third parties using it credentials.

5.4. When using the BOOKINGLITE System, any actions prohibited aimed at obtaining unauthorized access to server resources Contractor, personal accounting and other data of other customers, as well as any other data accessible via the Internet.

5.5. When using the BOOKINGLITE System to the Customer It is forbidden to send mass emails. commercial, advertising and other nature agreed (not requested) by the recipient of the information by e-mail or in groups of teleconferences through the technical resources of the Contractor ("spam").

Not considered as "spam" sending information with the consent of the recipient, with unsubscribe options. By e-mails are meant e-mail, ICQ and other similar means of personal exchange information.

5.6. It is forbidden to send "spam" through resources not belonging to Contractor, in the event that the message contains the coordinates (website address, email, etc.) supported by the Contractor.

5.7.1. Use of the BOOKINGLITE System should be carried out By the customer only for lawful purposes and in legal ways, taking into account legislation of the Russian Federation, the European Union, the Customs Union and the United States.

5.7.2. For the content of information nodes created and maintained The customer is directly responsible customer himself. Executor does not exercise prior control over the content hosted and / or distributed Information, however, when the placement and distribution of such information is against the law The Contractor may block or delete the corresponding resources without warnings (in case of serious violations).

5.7.3. Photo posting and distribution is prohibited. and videos of pornographic, vulgar, violent nature, as well as any materials in violation of copyright rights or legislation, in particular, calls for violence, overthrow existing power, gender, racial, religious discrimination, national signs, etc.

5.7.4. It is forbidden to post and distribute any information or software that can only be used for hacking computer systems or contains computer viruses or other components equivalent to by him.

5.7.5. It is forbidden to post so-called "doorways" and other forms search spam.

5.7.6. The customer undertakes not to cause damage to the software shell, technical and software, the Contractor's hub machines and third parties.

5.7.7. Customer undertakes to respect the copyright provided by the Contractor and and / or third parties software and documentation.

## 6. Rights and obligations of the performer

6.1. The Contractor shall:

6.1.1. Ensure the operation of the BOOKINGLITE System, in accordance with these Conditions, around the clock 7 days a week, including weekends and holidays days (the BOOKINGLITE system must be available at least 90% of the time month), except as specified in this Agreement.

6.1.2. Keep records of payment by the Customer Services.

6.1.3. Maintain confidentiality of customer credentials. Executor has access to customer information for technical support BOOKINGLITE systems as well has the right to access

such information in cases of claims received from third parties concerning illegal and / or malicious, as well as other Customer action, causing harm to the Contractor and / or third parties. Contractor may inform the above data is only to the competent state authorities in cases stipulated by the current RF legislation.

Data backup Customer to prevent loss information does not violate the confidentiality of information the customer.

6.2. The performer has the right to:

6.2.1. Suspend the work of the BOOKINGLITE System for necessary scheduled maintenance and repair work on technical resources of the Contractor, as well as unscheduled work in emergency situations.

6.2.2. Interrupt the operation of the BOOKINGLITE System, if this, in particular, due to the inability to use information transport channels that are not the Contractor's own resources, either by the action and / or inaction of third parties, if this directly affects the operation of the BOOKINGLITE System, including emergency situation. The Contractor shall not be liable to any Customer and does not reimburse Customer any or losses and / or lost profits, incl. incurred by the customer and / or by third parties due to disclosure, loss by the Customer or theft from the Customer credentials, as well as arising or which may arise at the Customer in connection with delays, interruptions in work and the inability to fully utilize the resources and services of the Contractor, caused by the above reasons.

6.2.3. Make changes and additions to these Terms and the Price List by publication of these changes and additions on the BOOKINGLITE System website.

6.2.5. The contractor has the right to update the content, functional features and user interface BOOKINGLITE systems at any time on their own discretion.

6.2.6. After 1 (one) calendar month from the date of termination or termination of the Agreement, the Contractor shall have the right to delete all Customer data from the BOOKINGLITE System without the possibility of recovery and is relieved of any obligations, related to Customer Data.

6.2.7. The Contractor has the right to refer to the Customer as a user. BOOKINGLITE and / or Services, in any form and on any carrier (incl. on the BOOKINGLITE System website and any other sites and / or advertising materials of the Contractor).

7. Responsibilities of the parties

7.1. For all matters not regulated by this offer, as well as resolution of disputes arising in the course of its execution, the Parties are governed by the current legislation of the Russian Federation.

7.2. Customer responsible for any of their actions and / or inaction, as intentional and unintentional, as well as for any actions and / or inaction of persons using his credentials associated with the placement and / or the dissemination of information on the Internet, by use of the resources of the Contractor access to the resources of third parties caused and / or may cause violation of any legislation of the Russian Federation, The European Union, the Customs Union or the United States, as well as for any damage caused the above actions and / or inaction of the Contractor, third parties and moral foundations of society. Performer not is responsible for such actions and / or inaction of the Customer or persons credentials that use it, and the consequences of such actions and / or inaction.

7.3. The customer is responsible for any illegal actions and / or the inaction of the Customer and / or persons using his credentials that resulted causing any harm to the Contractor, including loss of business reputation, and compensate the Contractor for losses.

7.4. The Contractor is liable to the Customer only within paid but not rendered services. The contractor does not bear to the customer financial responsibility and does not return

To the customer the money paid under this contract, in the case of if the Services were not provided due to the fault of the Customer, but, in particular, due to violations of these Terms.

7.5. In the event that the proper execution by the parties of these The conditions are impossible due to objective reasons that the Parties could neither anticipate or prevent (natural disasters, current legislation of the Russian Federation, the actions of public authorities and management, military actions of all kinds, etc.), neither side has the right to demand other party's compensation for improper performance or failure to perform this contract of damages (including lost profits).

## 8. Termination of the contract

8.1 Agreement may be terminated:

8.1.1 by the Customer at any time with the prior notification of the Contractor not less than 10 (ten) working days until termination;

8.1.2 Contractor at any time with prior notice Customer, at least 10 (ten) business days before termination;

8.1.3 by agreement of the Parties at any time;

8.1.4. On the initiative of either Party in the event of a violation by another Party terms of the Agreement with the written notice of the other Party at least 10 (ten) business days until the termination of the Agreement;

## 9. Other conditions

9.1. The Contractor is entitled, if necessary, to attract for the provision of Services and ensuring the operation of the BOOKINGLITE System by third parties relevant licenses.

9.2. Name and numbering of the articles of this offer are given for readability and do not matter when interpreting these Terms.

9.3. In the event that any item of these Terms is not subject to literal execution, it is interpreted in accordance with the current RF legislation, taking into account the initial interests of the Parties, while the remainder of the Terms continues to be fully valid.

9.4. If the action of the Customer, was the basis for presentation to Contractor claims, claims of third parties and / or payment instructions penalties by public authorities in connection with the violation of the rights of third parties and / or legislation, the customer undertakes immediately upon request The Contractor to provide him with all the requested information regarding placement and content of materials used in the BOOKINGLITE System, to assist the Contractor in settlement of such claims and lawsuits, as well as recover all damages, caused to the Contractor due to the presentation of such claims, lawsuits, regulations.

9.5. All disputes that have arisen are resolved in the Circassian Arbitration Court.

## Requisites

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