

## Terms and Conditions

The Terms and Conditions define the rules for the provision of electronic services by Individual entrepreneur Denis Kratov based in Cherkessk, operating, among others, via the <https://bookinglite.ru> website, mobile applications. The condition for using the BookingLite system is to read and accept the Terms and Conditions.

### 1. DEFINITIONS

The terms used herein shall mean:

- a) Operator – Individual entrepreneur Denis Kratov based in Cherkessk, Kosmonavtov St., 51, INN 090105254120 , email: [denis@bookinglite.ru](mailto:denis@bookinglite.ru).
- b) BookingLite – an Internet and mobile platform owned and managed by the Operator, through which you can use, among others, from the internet service at <https://bookinglite.ru>, the BookingLite Web App, BookingLite for iOS, BookingLite for Android, and BookingLite Widget.
- c) Account – an individual name (e-mail address) and password provided by the User, a set of resources in the BookingLite system, in which User's data are collected.
- d) Service – a service provided as part of BookingLite.
- e) Premium service – a paid service for iOS app provided as part of BookingLite Services.
- f) User – an entity using BookingLite, regardless of its legal form (a natural person with full legal capacity, and in cases provided for by the generally applicable provisions a natural person with limited legal capacity and a natural person running a business or a legal person).
- g) Agreement – agreement for the provision of services via BookingLite – concluded between the Operator and the User, for an indefinite period, on the terms specified in the Terms and Conditions.
- h) Terms and Conditions – these terms and conditions, defining the rules of using BookingLite.
- i) BookingLite privacy policy – a document setting out the rights and obligations of the Operator and the User in the field of personal data protection. The Operator provides the privacy policy of the Users in BookingLite.
- j) Price list – currently valid price list for BookingLite services.
- k) Order Form – a form available in the BookingLite system through which you can purchase Services.

### 2. General provisions

- 1. These terms in accordance with the Civil Code of the Russian Federation are a public offer (offer) of the Operator 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. Full and unconditional acceptance of this offer are any actions to fulfill the conditions specified in this offer, including payment Services, registration as a User on the BookingLite System website, and also other actions confirming the person's intention to use the BookingLite System and / or the Services.
- 3. From the moment of acceptance, the User is considered acquainted and agreed with this offer and in accordance with the Civil Code RF is considered entered into contractual relations with the Operator in accordance with these Terms.
- 4. The obligations of the Operator are limited by the terms of this offer, in particular, the Operator's obligations do not include the provision of services to the User provide access to the Internet. Internet access User provides at its own expense on its own. Also, the Operator does not provide possibility of reception and transmission of electronic messages by the User; settings and / or diagnostics of computer hardware and software, and also training of the User and / or the User's employees in working with software and hardware.
- 5. Services are provided under the conditions defined in the "Agreement offer "(this document) placed in the public domain on the website [www.bookinglite.ru](http://www.bookinglite.ru)

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

### **3. CONCLUSION OF AGREEMENTS**

#### **I. Free user account.**

1. Registration in the BOOKINGLITE System is carried out by the User independently on the website <https://bookinglite.ru> or through the iOS or Android application. The elements that identify the User in the BookingLite System are the email address and password specified during registration (credentials).
2. The user agreement with BookingLite is concluded for an indefinite period.
3. The moment of concluding an agreement on the provision of electronic services is the day the User creates an Account on BookingLite. The User gets access to his Account from the moment of confirmation of registration.
4. The user is obliged to use BookingLite in accordance with these Terms, applicable law and generally accepted rules.
5. Installing and running a user account is free.
6. Most of BookingLite's services and features are not available free of charge.

#### **II. Conclusion of contracts for paid Services (including premium service for iOS and Android applications).**

1. Prices for paid services are available in the Price List on the website <https://bookinglite.ru>.
2. The Operator has the right to unilaterally change the Price List at any time.
3. Paid-service is used after selecting the preferred period of access to the paid-service and paying for the paid-service in full (including the Premium service for iOS and Android applications).
4. The Agreement on the implementation of the Premium Service comes into force from the moment the funds are credited to the Operator's current account.
5. Premium service for iOS and Android apps can also be used as a one-time 30-day trial period.
6. The date of payment for the paid service is the date when the payment is credited to the account of the Operator.
7. BookingLite provides a paid service for the User's Account for the period specified in the Order Form, starting from the date of payment on the Operator's Account.
8. In the case of purchasing a paid service that was active in the User's Account, the term of the paid service is extended for the period specified in the Order Form (Extension of the term for providing a paid service).
9. BookingLite reserves the right that some of the Services may be dependent on each other.
10. If the user does not have an active Dependent Service (including Premium Service for iOS and Android applications) and want to use a recently purchased Service, including a paid service, it may be necessary to purchase the Dependent Service.
11. Information about any additional commission will be provided to the Customer in the Order Form prior to the actual purchase.
12. In the event of the expiration of the Services dependent on each other, BookingLite has the right to terminate the provision of other Services (including the Premium Service for iOS and Android applications) due to the expiration of the dependent Service.
13. Upon the expiration of the period for which the functionality of the BookingLite System has been connected, the operator disconnects the functionality of the BookingLite System and the user account switches to a free mode with limited functionality.
14. Services are deemed to have been rendered by the Operator properly and accepted by the User in the amount specified in the invoice, if within five working days from the moment

the invoice was issued, the Operator has not received motivated written objections from the User. After the expiry of the period specified above (five working days), the User's claims regarding the shortcomings of the Services, including the quantity (volume), cost and quality, are not accepted.

15. The costs, including the bank commission, for the transfer of funds by the User under this Agreement shall be borne by the User.

#### **4. INVOICES AND SETTLEMENTS**

1. Depending on the form of payment chosen by the User, invoices are issued by various organizations.

a) Payment method – PayPal, Bank Transfer and the other local payment method – BookingLite will issue an appropriate invoice in electronic form to the data provided by the User in the Order Form. The invoice will be issued after the payment is booked on the Operator's settlement account. The account will be available to the User for downloading on his extranet on the website <https://bookinglite.ru>.

b) Payment Method – Apple App Store – a bill or invoice is issued by Apple in accordance with Apple's terms of service. If the Customer does not receive an invoice or bill, the Customer is obliged to use Apple's help.

c) Payment Method – Google Payments – an invoice or bill is issued by Google in accordance with the terms of Google Payments. If the Customer does not receive billing or an invoice from Google, the Customer is obliged to use the help of Google.

2. BookingLite's liability for issuing bills or invoices by entities indicated in § 4 para. 1. points (b) and (c) are completely excluded.

3. BookingLite does not act as an intermediary and does not represent the User in the process of resolving disputes with third parties, including Google and/or Apple.

#### **5. OBLIGATIONS OF PARTIES**

1. The User declares that he/she has consented to the processing of personal data from contractors to whom the data pertains.

2. The User is obliged to use BookingLite in a manner consistent with the Regulations, applicable law, as well as appropriate manners.

3. The User may not modify, adapt or hack the Services including the Premium Service and the software included in the BookingLite system.

4. The User will not attempt to obtain unauthorized access to the Service, including Premium Services or related systems or networks.

5. The User is liable for the actions of third parties to whom he/she has provided access to his/her Account as for his/her own activities. Actions taken by third parties using the User's Account will be treated as if they have been personally made by the User.

6. The owner and entity responsible for content entered via the BookingLite Service is the User.

7. The Operator does not bear any responsibility for the content presented by the User using the Services.

8. All obligations resulting from legal provisions regarding the publication of content lie with the User.

9. BookingLite may modify, temporarily or permanently, the functionality available as part of its system or any part of it.

10. The Operator reserves the right to introduce restrictions on the use of BookingLite caused by its technical service, maintenance work, work on improving its functionality or due to fortuitous events. At the same time, the Operator undertakes to make every effort to ensure that the interruptions caused by its operation take place at night and last as short as possible.

11. The Operator is not liable for damages resulting from:

a) interruptions in the service delivery or unavailability of Services beyond the Operator's control,

- b) interruptions in delivery resulting from events that the Operator could not foresee,
- c) improper functioning of BookingLite which is not the fault of the Operator,
- d) access to the User's account by unauthorized persons,
- e) dangers related to the use of the network,
- f) ignorance or non-compliance with the Regulations by the User.

12. Use of the BookingLite 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.

13. Upon expiration of 1 (one) month from the date of termination of the contract or termination of all services paid by the User, the Operator has the right to delete all User data from the BookingLite system without the possibility of restoration and release from any obligations related to this User.

14. The Operator has the right to refer to the User as a user of the BookingLite System and / or Services, in any form and on any medium (including on the BookingLite System website and any other sites and / or in the Operator's advertising materials).

15. On all issues not regulated by this Terms and Conditions, as well as when resolving disputes arising in the process of its execution, the parties are guided by the current legislation of the Russian Federation.

16. The user is responsible for any of his actions and / or inaction, both intentional and unintentional, as well as for any actions and / or inaction of persons using his credentials related to the posting and / or dissemination of information on the Internet, obtaining through use Operator of resources of access to resources to third parties that have entailed and / or may violate any legislation of the Russian Federation, the European Union, the Customs Community or the United States, as well as for any damage caused by other actions and / or inaction to the Operator, third parties and the moral foundations of society. Operator not bears responsibility for such actions and / or actions of the User or persons using his credentials, as well as the consequences of such actions and / or inaction.

17. The User is responsible for any illegal actions and / or inaction of the User and / or persons using his credentials, which entailed his credentials, which entailed a bad reputation, including loss of business reputation, and reimburses the Operator for losses.

18. The Operator is liable to the User only within the paid, but not rendered Services. The Operator does not provide the User with financial responsibility and returns to the User the funds paid under this agreement, if the Services were not provided through the fault of the User, in particular, due to violation of these Terms.

19. If the proper fulfillment of the obligations of these Terms is impossible due to objective reasons that cannot be foreseen or prevented (natural disasters, the actions of the legislation of the Russian Federation, state authorities, military actions of all types, etc.), none of the parties are not entitled to demand from the other party compensation for losses caused by improper performance or non-performance of this agreement (including loss of profits).

## **6. PERSONAL DATA**

1. The User, when adding the personal data of clients to his/her profile, entrusts the data to be processed by an Operator. The User declares that the data has been collected in accordance with binding legal provisions, and the Operator declares that he/she undertakes to use the personal data exclusively for the purposes of providing his/her services.

2. The Operator obliges himself/herself to apply measures ensuring the protection of the processed data and to keep records describing the manner in which they are processed.

3. The Operator is not authorized to transfer personal data to third parties with the exception of co-workers and persons authorized to process the data.

4. In the event of terminating the Agreement, the Operator is obliged to remove the User's clients' personal data processed on BookingLite.

5. Registration of an Account by the User available for the processing of his data by the Operator.

6. Personal data is processed only for the purpose of providing services referred to in these

Regulations.

7. The User's personal data will not be disclosed to other persons for marketing purposes without his/her express consent. The User always has access to his/her data for verification, modification or removal from the BookingLite database.

8. Detailed information on protecting the personal data of Users is found in BookingLite Privacy Policy.

## **7. CANCELLATION POLICY**

1. Agreement may be terminated:

- a. by the User at any time with the prior notification of the Operator not less than 10 (ten) working days until termination;
- b. Operator at any time with prior notice User, at least 10 (ten) business days before termination;
- c. by agreement of the Parties at any time;
- d. 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;

2. The User may cancel Premium Service subscription purchased in the form of an auto-renewal at any time.

3. If the Premium Service has been purchased through a Third Party, the subscription is subject to separate Third Party Terms and Conditions (in addition to the above Regulations).

4. BookingLite will be providing Premium Service for the period to which the Service has been activated, regardless of the cancellation of the auto-renewal subscription by the User.

5. Payment for services unused by the User is not refundable

## **8. DELETION OF THE ACCOUNT**

1. The User may at any time ask BookingLite to delete the Account.

2. The User in the notification regarding the deletion of the BookingLite Account is obliged to send the Authentication Data in order to confirm his/her identity.

3. In special cases, the User may be asked for other information that is intended to authenticate his/her identity.

4. After positive verification of the User's identity, he/she will receive a return e-mail confirming that his account has been deleted from BookingLite.

5. If the User's identity is not confirmed, he/she will receive due justification to refuse to delete the Account in the form of an e-mail.

6. The Operator reserves the right to delete the User's Account in the case of:

- a) User's violation of the provisions of these Regulations or the BookingLite Privacy Policy,
- b) Violation by the user of the legislation of the Russian Federation or the country in which the user is located or in which his activities are carried out,
- c) Using BookingLite against its intended use,
- d) User actions to the detriment of the Operator.

7. In the case of Account Removal from BookingLite:

- a) the Agreement between the Operator and the User is terminated,
- b) The Operator ceases to provide any Services to the User within the given Account,
- c) The operator does not refund payments for the unused period of paid services(including Premium service).

8. After receiving information about removing the Account, the User is obliged to:

- a) uninstalling the application,
- b) verification and possible cancellation of all active subscriptions/payments for the

BookingLite application for iOS on the Apple App Store and/or Android on Google Play, so that the fee for providing the Services is not reimbursed.

c) removal of the BookingLite Widget, from all the websites on which the Widget has been embedded.

## **9. PROTECTION OF COPYRIGHT**

1. All photos and other materials (including texts, graphics, logos) placed in BookingLite belong to the Operator or have been used with the consent of third parties who have copyrights to them.
2. Copying of photographs and other graphic materials and the reprinting of texts published in BookingLite, including their sharing on the Internet without the written consent of the Operator or other third party possessing copyrights to them, is prohibited.
3. The use of the above-mentioned materials without the written consent of the Operator or other third party who is entitled to copyrights is inconsistent with the law and these Regulations.

## **10. FINAL PROVISIONS**

1. The Operator has the right, if necessary, to engage third parties to provide the BookingLite System services.
2. If any clause of these Terms is not literal, it is interpreted in accordance with the current legislation of the Russian Federation, taking into account preliminary interests, while the remainder of the Terms continues to operate in full.
3. The name and numbering of the articles of these offers are for ease of reading and have no meaning in the interpretation of these Terms.
4. The Operator reserves the right to make changes to the Terms and Conditions in any moment both with and without notification of the Customers. Current edition always on the website [www.bookinglite.ru](http://www.bookinglite.ru).
5. The changes introduced in the Terms and Conditions are not intended to violate the rights acquired by Users prior to the introduction of changes.
6. If any of the provisions of these Terms and Conditions are affected by invalidity or become invalid, it does not affect the validity of the remaining provisions of the Terms and Conditions.
7. All disputes between the Operator and the User will be settled.
8. Complaints should be reported to the following address: [denis@bookinglite.ru](mailto:denis@bookinglite.ru) or by post to the address of the Operator. The content of the notification must include: full name, company name (if applicable), e-mail address, your comments and requests. The response to the complaint is sent to the User's e-mail address.
9. In the event of a dispute with the User being a non-consumer, the court having jurisdiction over the Operator's seat will be the deciding court.