

Contract-offer to provide access to the "My hotel" web service  
Russian Federation, the city of Moscow  
effective date August 1, 2022

The limited liability company "Tactics", hereinafter referred to as the "Contractor", represented by the director acting on the basis of the Charter, this public offer (according to Article 437 of the Civil Code of the Russian Federation) offers to conclude a contract for the provision of access to the web service "My hotel".

#### 1. Conclusion of the contract

1.1. The public offer expressed in this Agreement comes into force from the moment it is posted on the Contractor's website at <https://my-hotel.space/oferta>

1.2. The moment of full and unconditional acceptance of the Contractor's offer to conclude a contract (acceptance of the offer) is one of the following actions: - user registration in the web service (account creation); - use by the User of the web service, any of its functions, other services and additional services; - payment by an individual or legal entity of the cost of the Contractor's services to provide access to the My hotel web service. Acceptance of the offer means the conclusion of the contract on the terms specified in this contract in accordance with paragraph 1 of Article 433 and paragraph 3 of Article 438 of the Civil Code of the Russian Federation. From the moment of conclusion of the agreement, such person becomes a Party to this agreement, hereinafter referred to as the Customer, and acquires rights and obligations in accordance with the terms of this agreement.

1.3. In accordance with clause 3 of Article 434 of the Civil Code of the Russian Federation, this agreement is considered to be concluded in writing. The place of conclusion of the contract is the city of Moscow.

1.4. The Contractor is not a VAT payer on the basis of Article 346.11 of Chapter 26.2 of the Tax Code of the Russian Federation.

#### 2. Terms and definitions

The Customer is a natural or legal person who has accepted (accepted) this offer. In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, the acceptance of the offer is, among other things, payment for the services of the Contractor.

The Parties are the joint name of the Contractor and the Customer for the purposes of this agreement.

User – an individual who has been authorized in the web service by means of an email/password pair registered in the web service, who is the Customer or directly uses the service on behalf of and on behalf of the Customer.

Account – a set of authorization data and other User information used to access the web service.

User Interface is a section of the web service available to the User after authorization, which provides the functionality for remote interaction of the Parties under this agreement.

Service – providing the User with access to the web service to use its functions by remote connection over the Internet during the period stipulated by the Tariff.

Web service – "My hotel" software located on the Internet at <https://my-hotel.space> (including all levels of the specified domain, both functioning on the date of entry into force of this agreement, and launched and put into operation in the future), as well as other software located on the information resources of the Contractor, which can be provided by the Tariff.

The Tariff is a list of the web service functions available to the User (their volume, characteristics, cost, etc.), the terms of use of the web service, as well as other services and additional services of the Contractor provided by the Tariff, information about which is published on information resources.

Information resources – Internet sites of the Contractor <https://my-hotel.space>, and its subdomains, as well as the Performer's communities on the VKontakte social network and other existing or created communities).

Balance – the amount of the received advance payment from the Customer, which can be used to

pay for the functions of the web service, as well as to replenish the balance of the User's account in the my-hotel.space personal account.

Periods of use of the services/The reporting period is the calendar month, year specified in the Contractor's invoice, during which the paid services are available to the User, starting from the date of access to the services provided and until the end of the paid period.

### 3. Subject of the contract

3.1. Under this Agreement, the Contractor undertakes to provide the Customer with services to provide access to the "My hotel" web service on the terms of a "subscription", in accordance with the selected Tariff, which are valid for a certain limited period (Reporting period), and the Customer undertakes to accept and pay for the Services provided by the Contractor, in the manner and on the terms established by this Agreement and the Terms of Use of the service. In relation to the provision of access to the web service on the terms of a "subscription", the provisions of art. 429.4 of the Civil Code of the Russian Federation, qualifying the provisions of this agreement on the provision of access to the web service as an on-demand contract (subscription agreement). Non-use of the provided access to the web service by the User does not mean non-provision of the corresponding service by the Contractor.

3.2. The Customer undertakes to use the Contractor's services in accordance with the Terms of Use published at: <https://my-hotel.space/rules> .

3.3. The Customer and the User acting on his behalf do not have the right to rent, lease, provide for temporary use, distribute, for a fee or provide free of charge to third parties (except for Users authorized by the Customer) access to the web service. In case of violation by the Customer or the User of the terms of this Agreement, the Contractor has the right to block the User's access to the services until such violations are eliminated.

3.4. The service does not include the configuration of the User's software or hardware.

Consultations on the functioning of the web service are carried out by the support service in the manner and on the terms published at: <https://my-hotel.space/support> .

3.5. The Contractor reserves the right to amend this agreement unilaterally, subject to prior notification to the Customer, by publishing relevant information on the Contractor's website at <https://my-hotel.space/oferta> . All changes made to the contract come into force from the date indicated in the corresponding publication on the Contractor's website at <https://my-hotel.space/oferta> , but not earlier than 3 days after the publication of the relevant information. In any case, every time the User uses the web service, he confirms that the Customer has read and accepted all the terms of the offer agreement in the wording that is established by the Contractor as valid at the time of using the web service.

3.6. If one or more provisions of this agreement are invalid or unenforceable for any reason, such invalidity does not affect the validity of any other provisions of the agreement that remain in force.

3.7. Exclusive and non-exclusive rights to the web service and other software used by the Contractor for the purposes of this Agreement belong to the Contractor and are not transferred to the Customer or/or the User.

3.8. The User is informed about the events in the web service through the notification system.

Notifications are sent to all Users of the web service under the following conditions:

- by default, all notifications are sent to the User to the e-mail specified by the User when logging in to the web service ; - The User ensures the accuracy of the data specified by him when logging in to the web service and configuring the notification system; - notifications are sent once, after which the User is considered notified of the corresponding event. The duration of the period that this agreement binds to the sending of a certain notification begins on the day following the sending of such notification.

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

4.1. To access the web service, the User logs in to the Contractor's web service.

4.2. The Services are provided on the terms of prepayment, which is carried out by the Customer by transferring funds to the Contractor's current account or by other means published on the Contractor's resource. The date of payment for services is the date of crediting funds to the

Contractor's current account.

4.3. Prepayment from a legal entity or an individual entrepreneur is made on the basis of an invoice. Prepayment from an individual is made through payment systems specified on the Internet on the Service's website.

4.4. The prepayment received from the Customer is reflected in the user interface in the form of the paid period of use of the Service.

4.5. The User agrees that if, within three days from the end of the paid access period to the tariff, the cost of access for the next period is not paid, access to the tariff is terminated, about which the User will be notified through the notification system of the web service.

4.6. In case of non-use of the services by the Customer (absence of the Customer's need for services, inability to receive services due to technical or other problems on the part of the Customer or the User, blocking of the User account) the cost of the services paid by the Customer is not refunded, and the service is considered to be rendered in full.

4.7. In case of non-use of the services by the Customer due to the fault of the Contractor (technical failures in the operation of the web service) The Contractor undertakes to provide the Customer with additional free access to the web service for the number of days during which access was absent or impossible. The User undertakes to immediately inform the Contractor about the impossibility of receiving Services due to technical failures in the operation of the web service.

4.8. In the event of circumstances beyond the control of the Contractor, including, but not limited to: failures in telecommunication and energy networks, the operation of third-party software and hardware complexes and/or data transmission channels that do not belong to the Contractor; the action of malicious programs, as well as unscrupulous actions of third parties aimed at unauthorized access and (or) disabling of the software and (or) hardware of the Contractor; termination of the copyright holder's provision of access to web services, software products, content and/or support for such web services, and/or blocking access to individual web services or entire segments of the Internet, carried out by third parties, excluding the possibility of the Contractor providing Services on the terms specified in this agreement for all or some Users, The Contractor has the right to cancel the corresponding order of the Customer by terminating the User's access to the functions of the web service. The Contractor notifies the Customer about the occurrence of the above or similar circumstances by sending a notification to the Customer's email address, or through the User interface.

## 5. Acceptance of services

5.1. The Parties confirm and agree that the Services are considered rendered at the time of providing access to the paid set of functions of the web service. In the absence of other evidence, the proper proof of the fact of providing access to the functions of the web service is the data of the payment accounting system and the Contractor's services.

5.2. The service provided by the Contractor will be considered accepted by the Customer in full and without quality claims, in the absence of reasoned written objections from the Customer sent to the Contractor in the manner and within the time limits provided for in paragraphs 5.3.-5.4. of this agreement.

5.3. Within 5 (five) working days from the end of the paid period of access to the web service, the Contractor sends to the Customer an Act of acceptance of the services rendered for the reporting period (hereinafter - the Act). If the Customer does not send the original reasoned written objections (reasoned refusal to accept the services rendered) within 5 working days from the date of receipt of the Act, the services rendered by the Contractor in the reporting period are considered accepted by the Customer. In case of non-receipt of the Act within the period stipulated by the contract, the Customer undertakes to inform the Contractor by e-mail before the 15th day of the month following the reporting one. In the absence of notification of the Customer about the non-receipt of documents within the specified period, the Customer is considered to have received them in due course.

5.4. Reasoned written objections (reasoned refusal to accept the services rendered) may be sent by the Customer by e-mail mail@my-hotel.space .

5.5. At the request of the Customer sent by e-mail mail@my-hotel.space

5.6. All electronic documents drawn up and signed by the Contractor in electronic form by facsimile sent to the Customer's e-mail from the e-mail that allows to establish the fact of sending such a document by the Contractor, are recognized by the Parties as committed in the proper manner. in the form and legally binding.

5.7. At the request of the Customer, who is a legal entity or an individual entrepreneur, the Act can be issued in the form of a paper document with the signature of an authorized person and the seal of the Contractor. The original of the Act is sent by the Contractor by registered mail to the address specified in the request within 5 working days from the date of the request.

## 6. Other conditions

6.1. The User is solely responsible for the security (including resistance to guessing) of the password chosen by him to access his account, and also independently ensures its confidentiality. The User is solely responsible for all actions (as well as their consequences) performed in the web service under the User's account, including cases of voluntary transfer by the User of data for access to the User's account to third parties on any terms (including contracts and agreements). At the same time, all actions in the web service under the User account are considered to be performed by the User himself, except for cases when the User, in accordance with the procedure provided for in clause 6.2. of this agreement, notified the Contractor of unauthorized access to the web service using the User account and /or of any violation (suspicion of violation) of the confidentiality of their means of access to the account.

6.2. The User is obliged to immediately notify the Contractor of any unauthorized (not authorized by the User) access to the web service using the User's account and / or of any violation (suspicion of violation) of the confidentiality of their means of access to the account. The notification is sent by e-mail mail@my-hotel.space . The Contractor is not responsible for the consequences of any nature that may occur due to the User's violation of this condition.

6.3. The Customer does not object that the Contractor may post the following information about the Customer on its Information Resources and use the following information about the Customer in its advertising materials and presentations: the name of the Customer, the logo and the name of the Customer's trademark.

## 7. Final provisions

7.1. This agreement and the relationship between the Customer and the Contractor are regulated and interpreted in accordance with the legislation of the Russian Federation. Issues not regulated by the Agreement are subject to resolution in accordance with the legislation of the Russian Federation.

7.2. This agreement is concluded for an indefinite period and extends its effect to Customers who access the web service and use it, both before the date of publication of this agreement and after the date of its publication on the information resources of the Contractor.

7.3. The Parties have agreed that all disputes arising from the relations of the Parties regulated by this Agreement should be resolved in a competent court with mandatory compliance with the pre-trial claim procedure for dispute settlement. The claim must contain the requirements of the interested party and their justification, indicating the norms of legislation violated by the other party and (or) the terms of the contract. Copies of documents confirming the circumstances set out in it must be attached to the claim. The party that received the claim is obliged to consider it and send a written reasoned response to the other party within ten working days from the date of receipt of the claim. The interested party has the right to apply to the court after 30 calendar days from the date of sending the claim or in the case when the response to the claim from the other party has been received, but the interested party for some reason does not agree with it.

7.4. Unless otherwise provided by law or this agreement, statements, notices, notices, demands or other legally significant messages with which the law or the agreement connects the occurrence of civil consequences for another person, entail the occurrence of such consequences from the moment of delivery of the relevant message to this person or his representative. The message is also considered delivered in cases when it was received by the addressee, but due to circumstances depending on him, it was not handed to him or the addressee did not get acquainted with it.

7.5. The Customer bears the risk of consequences of non-receipt of legally significant messages sent by the Contractor to the address of the Customer's location and/or his e-mail address specified by the Customer when registering in the User account, including in case the Customer specifies false data, absence of his body or representative at the address of the location, or evasion from receiving messages.

7.6. The Parties undertake to take all necessary measures to secure and protect the confidentiality of information and documents exchanged in connection with the fulfillment of the terms of this agreement.

7.7. Details of the Contractor Limited Liability Company "Tactics", e-mail: mail@my-hotel.space ; INN 7727746860, KPP 772701001, Settlement account 40702810860240472301 , PJSC "PSB", BIC 044525555