

# USER AGREEMENT

## 1. General Provisions

1.1. The MIRA.travel online service ("Marketplace") is a platform (MIRA.travel mobile application) that helps sellers (tour operators) sell their tours and buyers purchase them.

1.2. The following terms are used in this User Agreement:

**Marketplace Owner** – Limited Liability Company "MIRA.TRAVEL" (EDRPOU: 45230835), which is a provider of intermediary services in the information sphere and is not the initiator of information transfer.

**Visitor** – any person who has access to the Marketplace via the Internet and uses the Marketplace.

**Marketplace Administration** – persons authorized by the Marketplace Owner to manage (administer) the Marketplace and provide services to Users.

**Content** – the protected intellectual property results posted by the User on the Marketplace, including tour names and descriptions, photographs, tour conditions, User information, reviews, etc.

**User** – Seller, Buyer, Visitor who have agreed to the terms of this Agreement.

**Marketplace** – the result of computer programming in the form of an online service called "MIRA.travel", which is available for download on mobile devices with the iOS operating system. The content of the Marketplace is protected by copyright, trademark legislation, as well as other rights related to intellectual property and unfair competition legislation.

**Account/Personal Cabinet** – User's electronic cabinet (account) on the Marketplace, which has a unique ID. The User's account is created as a result of registration using a unique email address or other authentication means implemented on the Marketplace.

**Buyer** – any capable natural person or legal entity, individual entrepreneur who has accepted the terms of this Agreement and who, using the functionality of the Marketplace, purchases tours offered by Sellers.

**Privacy Policy** – conditions for handling confidential information on the Marketplace, which is an integral part of this Agreement.

**RozetkaPay** – a payment instrument that allows transactions between the Buyer and the Seller on the Marketplace according to the conditions agreed between them.

**Seller** – a person who sells tours on the Marketplace, can publish information about themselves (including contact information), about offered tours, commercial (special) offers, and other information. Sellers are legal entities that can systematically conduct entrepreneurial activities selling tours for profit using the Marketplace.

**Tour Listing** – an action by the Seller, expressed in publishing one Tour on the Marketplace, as well as modifying an existing Tour according to the conditions specified in the Public Offer.

**Tour** – A tourism product provided to Buyers that includes the services specified in its description on the Platform.

**Agreement** – The User Agreement, which is available at: [https://mira.travel/docs/en/terms\\_and\\_conditions.pdf](https://mira.travel/docs/en/terms_and_conditions.pdf).

1.3. The moment of conclusion of this Agreement is considered to be the moment of any interaction of the User with the Marketplace. Through such interaction, Users confirm that they agree to all terms of this User Agreement, and the Marketplace Administration grants them a personal, non-exclusive, non-transferable, limited right to access and use the Marketplace.

1.4. Any interaction of the User with the Marketplace (including registration on the Marketplace, Verification, listing Tours, transfer of funds by the Seller to the Marketplace Owner as payment for Marketplace services, or transfer of funds by the Buyer to the Seller for an ordered Tour) means the User's unconditional agreement with all points of this Agreement. Such interaction with the Marketplace is a full and unconditional acceptance of this Agreement, ignorance of which does not release the User from responsibility for non-compliance with its terms.

1.5. The User Agreement may be changed by the Marketplace Administration without prior notice. Continued use of the Marketplace's functionalities by the User (any further interaction with the Marketplace) means their agreement with the changes in the Agreement.

1.6. If the User does not agree with any terms of this Agreement and/or does not agree to comply with the terms of this Agreement (or the new version of the Agreement), they have the right not to use the Marketplace's features and are obliged to stop using the Marketplace and leave it, as well as terminate the contractual relationship with the Marketplace Administration.

1.7. The Marketplace Administration has the right at any time to refuse any User registration and/or use of the Marketplace's functionalities in case of violation of the terms of this Agreement.

## **2. Description of Services**

2.1. The Marketplace provides services that allow Users to register and create Accounts, list Tours for sale, browse Sellers' offers, and for Buyers to purchase Tours offered by Sellers.

2.2. After registering on the Marketplace, the Seller must register on RozetkaPay to be able to receive payments related to their activities through the Marketplace, and undergo a verification procedure (Due diligence/KYC).

Until the registration on RozetkaPay is completed, the Seller has access only to the following Marketplace functionalities: viewing requests, creating Tour drafts, viewing the orders page and personal account settings.

After completing the registration on RozetkaPay and connecting this payment service, the Seller also gains access to the functionality of publishing their own Tours, which Visitors/Buyers can view and order on the Platform. The bookings page contains all bookings made by Users.

2.3. Paid services are provided on the Marketplace under the terms of the Public Offer.

2.4. The Marketplace Owner is not a party to the electronic agreement between the Seller and the Buyer, the subject of which is Tours offered by Sellers on the Marketplace. All agreements between Sellers and Buyers are concluded directly by them. The Marketplace Owner is not a participant in such agreements but only provides a communication trading platform for listing Tours. The Marketplace Owner is not responsible for the content of information transmitted or received and for damage caused as a result of Users using the Marketplace.

2.5. Buyers can make payments, and Sellers can receive funds for Tours ordered on the Marketplace using RozetkaPay, which makes the purchase and sale transaction more secure. By using the Marketplace and ordering a Tour, the User agrees to the terms of use of the RozetkaPay tool.

2.6. In case of cancellation of the Tour by the Buyer or any other case that necessitates a refund by the Seller to the Buyer, the terms and procedure for such refund are determined by the Seller and specified in the Tour description when ordered by the Buyer. The Buyer, by ordering and paying for the Tour, agrees to the terms and procedure for refunding such Tour, as specified by the Seller in the Tour description at the time of its order and purchase. The Marketplace does not participate in the process of the Buyer purchasing the Tour from the Seller, nor does it act as an intermediary between the Buyer and the Seller during the refund procedure for the purchased Tour. The Marketplace, at its discretion, may provide consultations and/or otherwise assist Buyers in communicating with Sellers regarding refunds for purchased Tours.

Refunds for purchased Tours are made to the same bank details from which such Tour was paid ("back to home"). This means that in case of a refund for a purchased Tour that was paid by a third party (not the one who ordered it), the funds are returned to the bank account of the respective third party. Neither the Marketplace nor the Seller is responsible for or guarantees the refund for the purchased Tour to the User who ordered such Tour if it was paid by a third party.

### **3. Rights and Obligations of the Marketplace Administration**

3.1. The Marketplace Administration undertakes to ensure that Users can access the Marketplace and use it in the manner and procedure defined by this Agreement.

3.2. The Marketplace Administration reserves the right to delete any information published by Users on the Marketplace, suspend, restrict, or terminate User access to the Marketplace at any time and without explanation, at its sole discretion.

3.3. The Marketplace Administration has the right to place advertising and/or other information in any section of the Marketplace without User consent.

3.4. In case of violation of the terms of this Agreement by the User, the Marketplace Administration has the right to suspend, restrict, or terminate such User's access to the Marketplace unilaterally at any time. The Marketplace is not responsible for any damages that may be caused to the User by such actions.

3.5. The Marketplace Administration has the right to send messages to Users, including electronic ones, containing information about Marketplace features, activities of the Marketplace Owner or its partners, organizational, technical, informational, marketing information, commercial offers, as well as information directly related to providing services to Users on the Marketplace.

3.6. The Marketplace Administration undertakes to provide the User with the opportunity to receive support service consultations. The scope of consultations is limited to specific issues related to the provision of Services.

3.7. The Marketplace Administration has the right to moderate all Content on the Marketplace, including the content of Tour offers, for compliance with the requirements of this Agreement and applicable legislation, and in case of detected violations, at any time, at its discretion, remove such information from the Marketplace without explanation.

3.8. If the Marketplace Administration receives information about illegal activities of Users and/or establishes facts or circumstances indicating that Users' activities have signs of being illegal, in order to ensure the safety of Users and the operation of the Marketplace, as well as to prevent and stop fraudulent actions on the Marketplace, it has the right to unilaterally suspend, restrict or stop such User's access to the Marketplace at any time and/or terminate the agreement unilaterally.

#### **4. Rights and Obligations of the User**

4.1. During registration, publishing a Tour, or ordering and purchasing, the User must provide truthful, accurate, and complete information about themselves in the registration form and in the forms of relevant sections of the Marketplace and keep this information up to date. The User undertakes to ensure the accuracy of the provided information. The User has no right to demand that the Marketplace Administration conceal any information about them.

4.2. In case of providing false or incomplete information, the Marketplace Administration has the right to suspend or cancel the User's registration and terminate the provision of Services to them.

4.3. The User undertakes to use the Marketplace only for lawful purposes, to comply with current applicable, as well as the rights and legitimate interests of the Marketplace Owner.

4.4. The User has no right to take actions that affect the normal operation of the Marketplace and constitute its unfair use. The User undertakes not to use any devices, programs, procedures, algorithms and methods, automatic devices, or equivalent manual processes to access, acquire, copy, or track the content of information on the Marketplace.

4.5. The User undertakes not to take actions aimed at gaining access to someone else's personal profile/Account by guessing login and password, hacking, or other actions.

4.6. The User has no right to transfer, assign, sell, give for use, etc., their login and password for access to the Marketplace to third parties without the consent of the Marketplace Administration. In case of transferring login and password, the User bears all responsibility for the actions of such third party thereafter.

4.7. The User has the right, at their discretion, without the consent of the Marketplace, to transfer their rights to a purchased Tour to another User, using the relevant technical functionality of the Marketplace. In case of such a transfer, the new User is considered the successor of such Tour (all rights and obligations related to the purchased Tour and use of the Platform regarding the relevant Tour are transferred to them from the previous User).

4.8. A Tour ordered by a User can be paid for by a third party on behalf of the User. For this, the User has the right to share a separate payment link for the order through RozetkaPay with such a third party (approximate base URL of the link: <https://checkout.rozetkapay.com/>). The payment link must contain the order number, description, and cost of the Tour.

The right to use the Tour ordered by the User but paid for by a third party remains with the respective User who ordered it. The third-party paying for the Tour instead of the User does not acquire any rights, including those described in this Agreement, in relation to the respective Tour. The consumer of the Tour is always the person who ordered it, regardless of the fact that the Tour was paid for by a third party.

The User who orders the Tour, as well as the third party who pays for it, understand and assume the risk of such relationships between them. Neither the Marketplace nor the Seller is aware of possible internal agreements between the User ordering the Tour and the third party paying for it. In view of this, neither the Marketplace nor the Seller is obliged to settle any possible disputes between the User who ordered the Tour and the third party who paid for it.

4.9. The User undertakes not to use, independently or with the involvement of third parties, the capabilities of the Marketplace for purposes that may be qualified as a violation of third parties' rights to intellectual property objects, unfair competition, or other violation of applicable legislation. The User has no right to use information from the Marketplace for personal, non-commercial purposes. Copying information from the Marketplace is prohibited.

4.10. Sellers guarantee that they have all the rights to use the materials and Content they place on the Marketplace, including intellectual property rights.

4.11. The User undertakes to provide, upon request from the Marketplace Administration, additional information that is directly related to the provision of Services.

4.12. The User undertakes to respect the property and non-property rights of authors and other rights holders when using the technical (functional) capabilities of the Marketplace.

4.13. Users of the Marketplace undertake not to use rude, offensive expressions and statements towards other users, the Administration, and representatives of the Marketplace, not to show aggression, and not to use profanity in their statements (both oral and written). In case of receiving a complaint or the Marketplace Administration recording the above actions, the Marketplace Administration has the right to issue a warning to such User and/or

restrict such User's access to the Marketplace and/or refuse to provide services and terminate the agreement with the User unilaterally.

4.14. Users offering Tours for sale on the Marketplace undertake not to duplicate information and not to fill their profile with identical (fully or partially) Tours (including if the respective Tours contain partial or full coincidence in their description, conditions, cost, etc.).

## **5. Content Requirements. Delimitation of Responsibility**

5.1. Publication of information on the Marketplace must be carried out in full compliance with the requirements of applicable legislation and this Agreement.

5.2. The Seller's offer for a Tour, which is published on the Marketplace, must contain all information for consumers (Buyers) as required by applicable laws.

5.3. The Marketplace Administration does not conduct mandatory verification of information and Content posted by Users on the Marketplace and is not responsible for the compliance of such information with applicable legislation.

5.4. The Marketplace Administration is not responsible for errors, inaccuracies, or omissions that were made during registration or posting of information by the User, as well as any material or non-material damages arising in connection with this (including lost profits).

5.5. The Marketplace Administration is not responsible for the use (both lawful and unlawful) by third parties of information posted on the Marketplace, including its reproduction and distribution, carried out both within the Marketplace and by other possible means.

5.6. The Marketplace Administration reserves the right to unilaterally remove Content posted by Users at the request of rights holders or competent authorities, as well as in case the posted Content violates the rights (including intellectual property rights) of third parties or does not comply, in the opinion of the Marketplace administration, with the principles of public morality.

The Marketplace Administration also has the right to request supporting documents for the posted Content from the User.

5.7. All information posted by Users on the Marketplace is considered the property of the Users who posted it until there are grounds to believe otherwise. All responsibility for the compliance of such information (Content) with applicable laws is borne by such Users. Marketplace Users do not receive any rights to use information posted by other Users and bear full responsibility to the owner of the information for its improper use.

## **6. Responsibility. Limitation of Liability.**

6.1. The Marketplace Administration is not responsible for any errors, omissions, interruptions, defects, and delays in data processing or transmission, communication line failures, destruction of any equipment, unauthorized access by third parties to the Marketplace, which have caused limitation of User's access to the Marketplace. The Marketplace Administration is not responsible for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, email service failures or scripts for technical reasons, for the

normal functioning and availability of individual segments of the Internet and telecommunication operators' networks involved in the User's access to the Services.

6.2. Services on the Marketplace are provided "as is". The Marketplace Administration does not guarantee unconditional preservation of the User's Account and information posted by the User on the Marketplace.

6.3. The Marketplace Administration is not responsible for the conformity of the Service as a whole or its parts to the User's expectations, error-free and uninterrupted provision of Services, termination of User's access to the Marketplace, as well as for preserving the User's login and password that provide access to Marketplace Services, due to reasons related to technical failures of the Marketplace's hardware or software, and does not compensate the User for any related losses.

6.4. The Marketplace Administration is not responsible to the User for restricting access to the Marketplace, for terminating access to the Marketplace if these restrictions and terminations arose due to force majeure circumstances that occurred after the conclusion of this Agreement and which the Parties could not influence, including the following: war, riots, strikes, sabotage, embargoes, fires, floods, natural disasters, deterioration of radio-electronic or radiological conditions, explosions, actions or inaction of the government or other country, acts of state bodies and/or local self-government bodies, changes in legislation, accidents on public networks, changes in access conditions to linear cable communication facilities and more.

6.5. The Marketplace Administration is not liable to the User or any third parties for any direct and/or indirect damages, including lost profits or lost data, damage to honor, dignity or business reputation, incurred in connection with their use of the Marketplace, or inability to use it or unauthorized access by third parties to the User's communications.

6.6. The Marketplace Administration is not responsible for any damage to electronic devices of the User or another person or any other equipment or software caused by or related to the User's use of the Marketplace.

6.7. The Marketplace Administration is not responsible to Users or other third parties regarding:

6.7.1. content and legality, accuracy and completeness of information (Content) provided/received by the User when using the Marketplace;

6.7.2. quality of Tours sold by Sellers on the Marketplace, compliance with conditions and procedure for refunding for purchased Tours;

6.7.3. compliance of the Tour purchased through the Marketplace with the Buyer's expectations and/or requirements;

6.7.4. fulfillment of warranty obligations by Sellers to Buyers for Tours purchased through the Marketplace;

6.7.5. compliance of the Seller's activities in selling Tours with legal requirements;

6.7.6. fulfillment by Buyers of their obligations to pay for Tours ordered from Sellers.

6.8. In case of claims by third parties, including other Users, to the Marketplace Owner related to the User's use of the Marketplace, such User undertakes to settle such claims with third parties at their own expense and effort, protecting the Marketplace Administration from possible losses and proceedings, or to act on the side of the Marketplace Administration in such proceedings, as well as to compensate the Marketplace Owner for damages (including court costs) caused to it in connection with claims and lawsuits related to the placement of Tours or User's activities on the Marketplace.

6.9. The Marketplace Administration will not be liable for any losses or damages directly or indirectly incurred by Buyers or Sellers as a result of Sellers' activities on the Marketplace. Under no circumstances shall the Marketplace Administration be liable to Users or third parties for any indirect losses, including lost profits. The liability of the Marketplace Administration is limited to direct documented losses resulting from the action or inaction of the Marketplace Administration in an amount not exceeding the cost of services provided to an individual User.

6.10. The Marketplace Administration does not control the quality of Tours offered by Sellers through posting relevant information on the Marketplace. As a result, the User accepts the condition that all Tours offered through the Marketplace by Sellers are sold under their own responsibility, and their sale is in no way related to the activities of the Marketplace. The Buyer assumes full responsibility and risks for receiving the Tour offered by the Seller through posting relevant information on the Marketplace. The Seller assumes full responsibility and risks for payment by Buyers for purchased Tours.

6.10.1. The Marketplace Administration reserves the right not to consider any appeals, not to provide any support, consultations to Users and Visitors of the Marketplace on issues related to the purchase and sale of Tours outside the Marketplace.

6.10.2. All disputes between the Seller and the Buyer regarding Tours ordered and purchased on the Marketplace are to be considered and resolved between themselves. Responsibility for compliance with applicable consumer protection requirements lies with the parties to the electronic transaction - the Seller and the Buyer.

The Marketplace Administration does not act as an intermediary in considering disputes/complaints between the Seller and Buyers regarding Tours ordered and purchased on the Marketplace.

6.11. The Marketplace Administration reserves the right to delete or block access to information posted by the User, without warning, in cases of:

6.11.1. receiving mandatory decisions from competent state authorities;

6.11.2 requirements of intellectual property rights owners, including but not limited to copyright or related rights, trademark rights, patent rights, industrial design rights, etc., to stop violations of their rights by the User on the Marketplace;

6.11.3. other violations of rights or legitimate interests of other Marketplace Users, legal entities and individuals upon their motivated appeal (including in cases of consumer rights violations);



6.11.4. detection of information that is prohibited from being posted on the Marketplace or does not meet the requirements of this Agreement;

6.11.5. detection of information about the Seller indicating unfair use of the Marketplace's functional capabilities, provision of false information by the User, and carrying out activities in violation of current legal requirements.

6.12. The Marketplace Administration is not responsible for the actions of transfer systems, payment systems and for delays associated with their operation, in particular regarding RozetkaPay.

## **7. Intellectual Property**

7.1 The combination of programs, data, trademarks, copyrighted objects, and other objects used on the Marketplace in the provision of Services is the intellectual property of its lawful rights holders and is protected by intellectual property legislation, as well as relevant international legal treaties and conventions. Any use of elements, symbols, texts, graphic images, programs and other objects that are part of the Marketplace and belong to the Marketplace Owner, without the permission of the Marketplace Administration or other lawful rights holder is illegal and may result in legal proceedings and the prosecution of violators in accordance with applicable laws.