

PUBLIC OFFER

Dear user of the website www.farvater.travel, please read this agreement carefully, as it contains important information about your rights and obligations, as well as legal remedies. We draw your attention to the fact that clicking on the authorization method using e-mail, phone number or Facebook account means that you are familiar with and agree to the terms of use of the www.farvater.travel website, as well as your acceptance of this public offer.

Using the site www.farvater.travel in any form (including, but not limited to, your ordering tours using the site www.farvater.travel, participation in bonus programs, promotions, filling out applications, forms, etc.) is

Your unconditional agreement with all the terms and conditions of this public offer and is equivalent to the signing of an agreement by both parties.

This public offer is binding on the parties. If you disagree with the terms of this public offer, you must refrain from using the www.farvater.travel website.

DEFINITIONS AND TERMS

1. Site - an online platform owned by the Owner of the site and having an Internet address www.farvater.travel, through which the registered User has the opportunity to purchase the desired tour.
2. User (you) - an individual, a resident of Ukraine, who has reached the age of 18, has full legal capacity, uses this site and/or its individual tools, who has agreed to the terms of the Public Offer and has fulfilled all of its conditions described below.
3. Buyer - a User who made an order on the website www.farvater.travel.
4. Site Administration - administration of the service for self-purchase of tours online Farvater.travel, www.farvater.travel.
5. Agreement - this public offer, including all its conditions.
6. Seller - a legal entity that posts on the Site information about tours and/or services that can be ordered. The seller can be either the Administration or any other person to whom the Administration has granted the right to post information about tours and/or services. The name of the Seller is indicated in the documents confirming the tour booking (tour operator agreement, tour confirmation by the operator, voucher, insurance policy, air tickets).
7. Tour - a package of services of a tour operator, other intangible objects, information about which is posted on the Site.
8. Order - an appeal of the User through the Site and/or by calling the hotline to the Seller with a request to order a tour, as well as a set of services specified in the User's order.
9. Payer - a person who pays for the User's order.
10. Recipient - a person indicated by the Payer in the order form as a person and authorized by the Payer to receive the service. Unless otherwise specified in the Order

form, the Payer is the Recipient.

11. Offer - information about the tour posted by the Seller on the Site, which includes information about the services, its price, methods of payment and delivery, information about discounts and promotional offers, as well as other conditions for ordering the tour. The terms of the Offers posted on the Site are established by the Seller. The offer is information about the possible conditions for ordering the tour.

12. Parties - Seller, Buyer, User.

DEFINITIONS AND TERMS

1.1. This Agreement regulates the procedure for the User's access to information posted on the Site, the procedure for using the Site, as well as the possibility of transferring such services to the User.

1.2. This Agreement is a public offer. Using the materials and tools of the Site, the User is considered unconditionally and unconditionally accepting this Agreement. The user is obliged to fully familiarize himself with the terms of this Agreement before registering on the Site. User registration on the Site means full and unconditional acceptance of the User Agreement (in accordance with Articles 641, 642 of the Civil Code of Ukraine).

1.3. The site is a platform for placing offers for the sale of tours by Sellers.

1.4. Tour information is displayed on the website www.farvater.travel and is dynamic. This means that the information can be updated, changed and supplemented by the Administration at any time without prior notice to the User. Any information about the Seller's product, promotion conditions, tour price, and any other rules for the provision of services by the Seller are displayed on the website www.farvater.travel. The Site Administration has the right to unilaterally change the terms of this Agreement at any time. The changes come into force from the moment the new version of the Agreement is posted on the website www.farvater.travel.

1.5. This agreement can be concluded by a legal and capable User who has reached the age of 14, taking into account the specifics provided for in Chapter 4 of the Civil Code of Ukraine. By accepting the terms of the contract, you confirm your legal and legal capacity, assume obligations, arising from the use of the website www.farvater.travel and the conclusion of this agreement.

1.6. The offer on the Site is not an offer. The User, after familiarizing himself with the Offer posted on the website, has the right to accept the Seller's offer by filling out the Order form and/or place an order through the Call Center of the Site. Filling out the Order form is considered to be the acceptance of the Seller's offer by the User to order a tour on the conditions specified in the relevant Offer.

1.7. The offer is considered accepted by the Seller if the Seller has taken actions that indicate the acceptance of the User's offer, namely: has started to provide services in accordance with the conditions provided for by the User's offer, has provided an invoice to pay for the ordered services.

1.8. The seller has the right to offer to book a tour on different conditions after the User

accepts the offer. In this case, this offer is considered a counter offer and can be accepted by the User. Acceptance of a counter offer is considered to be the actual receipt by the User and/or the Recipient of services on the conditions provided for by the counter offer. The Seller has the right to revoke the counter-offer until the Buyer receives the services.

1.9. The fact of the agreement of all essential conditions by the Parties is the payment and/or actual receipt of services by the Buyer.

1.10. The parties agree that the sending by the Seller and/or the Site Administration of any notifications about the availability of tours, the acceptance of the order, its price, terms and forms of payment, the status and/or changes in the order status, etc., sent by the Seller and/or the Site Administration via electronic mail, sms messages, telephony, is solely a notification of the Buyer about the receipt of the offer by the Seller and cannot testify to its acceptance by the Seller.

Account registration

– To use certain functions of the Site, you must register an account. In case of registering an Account on behalf of an organization, company or other legal entity, you guarantee that you have the authority to assume obligations on behalf of this company or legal entity, and provide us with all permissions and licenses provided for in this User Agreement

– To register an Account, the User can use his email address and create a password, or indicate his account in some third-party social networking services, such as Facebook.

– The User is obliged to provide accurate, valid and complete information at the time of registration, as well as to constantly keep the Account information up to date.

– The user cannot register more than 1 (one) Account without the permission of the Site Administration. The User has no right to assign or otherwise transfer his Account to third parties.

– The User is responsible for maintaining the confidentiality and safety of the Account credentials and cannot disclose their credentials to third parties. The User is obliged to immediately notify the Site Administration if he becomes aware or the User has reason to believe that his credentials are lost, stolen, misappropriated or otherwise compromised, as well as in the event of unauthorized use of the Account or suspicion of such use. The user is responsible for all actions carried out through his Account.

2. RESPONSIBILITY OF THE PARTIES

2.1. As a User of the Site, you guarantee not to take any actions that violate the legislation of Ukraine, the norms of international law and actions that may disrupt the normal functioning of the Site.

2.2. The User is obliged to promptly inform the Site Administration about unauthorized access to the User's personal page by third parties. To inform, the user must contact the Support Service at the coordinates indicated on the Site.

2.3. The User provides his consent to the use and processing of the User's personal data in accordance with the current legislation of Ukraine.

2.4. By accepting the terms of the User Agreement, the User also confirms that he is familiar with and agrees with the Privacy Policy of the Site, as well as with the terms of this Agreement.

2.5. By accepting the terms of the User Agreement, the User confirms that he is legally and legally capable, and also that he does not have any limitations in legal capacity.

2.6. Comments and other entries of the User on the Site should not contradict the requirements of the legislation of Ukraine and generally accepted norms of morality and ethics.

2.7. The responsibility for money transfers carried out by the Payers lies entirely with the banks and payment systems, the services of which the User decides to use. The Seller does not assume responsibility for the actions of the Processing Centers.

2.8. The owner of the site is not responsible for the operability of the equipment on which the Site is located, the availability of the Site, the operation of data transmission channels and other technical means for the Users to access the Site.

2.9. The user is responsible for the accuracy of the data specified in the order form. If the incorrect, inaccurate and / or incorrect indication of the data in the Order led to additional costs for the Seller, all related losses and costs are borne by the User. The Seller has the right to withhold the amount of such losses or expenses from the amounts paid by the Payer as payment for the tour. The user is obliged to provide all the necessary information about himself for the implementation of an electronic transaction.

Content

– The Site Owner may, at its discretion, provide Users with the ability to create, upload, send, receive and store content, in particular texts, photographs, audio, video and other materials or information on or through the Site ("Content"); view any content that the Site Administration or Sellers independently post on the Site, including the Site Owner's own content, as well as content provided to the Site Owner under a license or authorized for use by the Site Owner by the company ("Content", together with User Content - "Joint Content").

– Content and User Content may be fully or partially protected by copyright, trademark and/or other laws of Ukraine or other countries. The User agrees that the Content, including all associated intellectual property rights, belongs exclusively to the Site Owner and / or its licensors or third-party owners. The User may not remove, modify or hide notices of copyright, trademarks, service marks or other protected rights that are part of the Site, Content or User Content or are associated with them. All trademarks, service marks, logos, commercial and other protected designations used on the Site are trademarks or registered trademarks. Trademarks, service marks, logos, trade names and any other protected designations of third parties used on the Site are used for identification purposes only and may be the property of their respective owners.

– The User may not copy, adapt, modify, distribute, sell, assign, publicly display, publicly

perform, broadcast, transmit or otherwise use the Site or Collective Content, or develop derivative works based on them and grant licenses to them, for except for the methods explicitly provided for in this User Agreement or in the event that the User is the legal owner of certain User Content. No licenses or rights are granted to the User, indirectly or otherwise, in accordance with intellectual property rights owned or controlled by the Site Owner or its licensors, with the exception of licenses and rights specifically provided for in this User Agreement

– Subject to the User's compliance with this User Agreement, the Site Owner grants the User a limited, non-exclusive and non-licensing license to access and view any Collective Content provided on the Site to which the User has access - exclusively for personal and non-commercial use.

– By creating, uploading, posting, sending, receiving, storing or otherwise making available any User Content on or through the Site, you grant the Site a non-exclusive, worldwide, royalty-free, perpetual (or term of protection) and irrevocable license with the right sublicensing for viewing, storing, copying, adapting, modifying, distributing, publishing, broadcasting, transferring and using this User Content in any way on any media and platform, as well as for creating derivative works based on it. To the extent that User Content (including Verified Photo) includes Personal Information, such User Content will only be used for the specified purposes if such use is consistent with applicable data protection laws and our Privacy Policy. Unless otherwise authorized by you, the Site Owner does not claim any ownership rights in the User Content, and nothing in these Terms should be construed as limiting any of your rights to use your User Content.

– You are solely responsible for all User Content that you post on the Site. Accordingly, you represent and warrant that: you are either the sole and exclusive owner of all User Content that you post on the Site, or you have all the rights, licenses, consents and permissions that are necessary to provide the Site Owner with the rights to this User Content provided herein. Agreement; Neither the User Content itself, nor its placement, download, publication, provision or transmission, for the use of User Content or part of it, as provided for in this Agreement, does not violate the patent or copyright of third parties, trademark rights, trade secrets, moral or other property or intellectual property rights, as well as publicity or confidentiality rights, and does not violate any applicable law or regulation.

– You agree not to post, upload, post or transmit User Content that: is falsified, false, misleading (directly or by providing incomplete or outdated information) or misleading; is defamatory, degrading, offensive, pornographic or obscene; promotes discrimination, intolerance, racism, hatred, aggression or harm to any person or group of persons; promotes violence and cruelty, contains threats or encourages violence against any person or animal; advertises illegal or harmful activity or substances.

DISCLAIMER OF RIGHTS AND CLAIMS

– You use the Site and Collective Content voluntarily and at your own risk. The Site and

Collective Content are provided "as is" without warranty of any kind, either express or implied.

– The fact that we conduct a verification of the identity or reliability of any User to the extent permitted by applicable law does not entail the provision of explicit or implicit guarantees that as a result of the verification all facts of violations committed by the Users in the past will be established, and their violations will be excluded. the future.

– The foregoing disclaimer applies to the maximum extent permitted by applicable law. You may have other rights provided by law. At the same time, the scope of the provided mandatory rights and guarantees (if any) will be limited to the maximum extent permitted by law.

3. OTHER CONDITIONS

3.1. All possible disputes and contradictions arising between the Parties under this Agreement shall be resolved in accordance with the current legislation of Ukraine exclusively at the place of registration of the Site Owner. Recognition by the court of any provision of this Agreement as invalid does not invalidate the remainder of the Agreement and does not relieve the Site User of the obligations assumed during registration.

3.2. The site owner has all rights to the Site as a whole and to use the network address (domain name) www.farvater.travel.

3.3. The User agrees that after completing the registration procedure on the Site, the Site Administration and/or the Seller will send letters and/or notifications to the email address of the Users, including those of an advertising nature. At the same time, the Site undertakes not to transfer the email address, as well as any other statements about the Users to third parties. The user has the right to unsubscribe from such mailing on his own.

3.4. By specifying a mobile phone number in the forms on the site, the User automatically agrees to receive notifications from the Site, including those of an advertising nature. If there is an intention to stop this kind of mailing, the User should contact the technical support of the Site.

3.5. The user is prohibited from posting user-generated content that is prohibited by applicable law and/or contrary to the moral and ethical standards of the community.

3.6. This User Agreement constitutes an exhaustive Agreement between the Site Owner and you regarding the use of the Site and access to it, canceling and replacing all oral and written agreements and agreements that previously existed in this regard, with the exception of cases of supplementing the User Agreement by introducing additional rules, standards, norms or conditions.

3.6. By placing an Order on the Site, the User voluntarily provides his consent to the Site Administration for the collection and processing (accumulation, storage, adaptation, renewal, use, distribution, destruction) of the data specified by him, namely: last name, first name, patronymic, email, phone, address in order to ensure relations in the field of sale and purchase, relations in the field of consumer protection, in the field of advertising

and marketing research, and also gives his consent to the transfer (distribution) of his data to tour operators, other third parties (without limitation) at the discretion of the Site Administration. This provision is valid for 5 years from the date of the last order on the site.

3.7. The user is familiar with and agrees with the terms of this agreement.