**RULES AND THE PROCEDURES FOR THE USE OF OTTRY SERVICES**

These terms and conditions, as may be amended from time to time, apply to Online Service realization of entrepreneurial activity, provided by Ottri Limited Liability Partnership (legal entity identification code: 41385243) acting under the laws of Ukraine and registered at: 16, Glibochitskaya Str., office 13, Kiev, 04050 (hereinafter referred to as the Company). By accessing, browsing and using our Online Service  you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including **CONSENT FOR PROCESSING OF PERSONAL DATA).**

Online Service, the content and functions to display availability of Endpoint or/and reservation goods and services on the website of the Enterprise and on these pages, and through the website are owned, operated and provided by Company, subject to the terms and conditions set out below.

**DEFINITIONS**

The terms not specified in this section are used in this Contract with the meaning given to them by the laws of Ukraine.

**Enterprise** shall mean a subject to entrepreneurial activity, which pursuant to this Contract places on the website using the software of Ottry the Ottry online service to sell its goods and services, as well as subject to the Contract with the Financial Partner accepts Cards for payment for goods/services on the Website.

**Financial** **Partner** shall mean the partner company of Ottry, which provides financial services, particularly, online payments via Visa, Master Card and other payment systems. Only a company having relevant licences for financial services can be Financial Partner.

**Website Visitor** shall mean any individual Internet user accessing the website of the Enterprise.

**Buyer** shall mean a person ordering and paying using the Cards for goods or services of the Enterprise in the Internet.

**Business** **Online Service, hereinafter referred to as Online Service** shall mean the Company software providing online booking of services and goods in the Internet and / or display of Endpoint accessibility.

**Endpoint** shall mean the final services or product of the Enterprise, displayed on its website, which can be available for booking or purchase.

**Payment mechanism** shall mean service ofthe Financial Partner for organisation of acceptance of payments in the Internet to the account of the Enterprise.

**Order** shall mean a combination of goods and services of the Enterprise, their cost, method and cost of delivery, placed on the Website, as well as personal data of a Buyer.

**Payment card, hereinafter referred to as the Card** shall mean a special payment instrument in the form of a payment card issued in accordance with the legally established procedure, used for initiation of transfer of funds from a payer’s account or the respective bank account for payment for goods or services or performance of other transactions provided by the current laws.

**Transaction** shall mean a combination of transactions between a Buyer, Enterprise, and the Financial Partner for purchase of goods or services on the Website using the Card as payment instrument.

**Operation** shall mean a combination of registration acts of the Enterprise upon creation of an account on the Company website, and a Buyer upon completion of relevant data in the Online Service to view accessibility of Endpoint, booking and / or purchase of any product or service.

**Website** shall meana combination of information and service functions accessible for Internet users, collected on one or more servers.

**Enterprise website, hereinafter referred to as the Website** shall mean a website managed and controlled by the Enterprise.

**SCOPE OF OUR SERVICE**

Selection of goods and services, formation of their list and quantity, selection of the method of delivery, viewing of accessibility of Endpoint, order for feedback shall be made by Buyer using the software tools of Ottry through the Online Service placed on the Website.

In case of purchase of a product or service through the Online Service upon switching to the website of the Financial Partner the Visitor agrees with the terms of the Public Contract of the Financial Partner, creates a user account, introduces payment card details and makes payment through the payment mechanism of the Financial Partner.

Transfer of the amount of an Order, less the commission fee of the Financial Partner, from the Buyer’s card account to the account of the Enterprise shall be made by the Financial Partner according to the technologies adopted upon performance of mutual settlements using international payment systems.

The Website visitor becomes a Buyer in case of successful registration of an Orderрегистрации Заказа and payment for it.

If a Buyer contacts the support service of the Enterprise, for settlement of the issue the Enterprise will require from the Company relevant information about Operations, status of booking or purchase of a product / service.

Responsibility for delivery of an Order to the Buyer or returning (partial returning) of an Order by the Buyer shall be borne by the Enterprise.

**FINANCIAL CONDITIONS**

The Business Online Service provided by the Company is free.

The fee for settlement services for Transactions on Cards shall be charged by the Financial Partner at a rate ranging from 1 % to 5 %.

**RESPONSIBILITY of the PARTIES**

The Company shall [had sole responsibility](http://context.reverso.net/%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4/%D0%B0%D0%BD%D0%B3%D0%BB%D0%B8%D0%B9%D1%81%D0%BA%D0%B8%D0%B9-%D1%80%D1%83%D1%81%D1%81%D0%BA%D0%B8%D0%B9/had+sole+responsibility) for technological support services and support of the Online Service placed on the Website, as well as for processing and keeping of personal data of Buyers (Visitors).

Responsibility for performance of a Transaction and all accompanying operations for performance of payments rests with the Financial Partner of the Company.

[The Company is not responsible for the quality](http://context.reverso.net/%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4/%D0%B0%D0%BD%D0%B3%D0%BB%D0%B8%D0%B9%D1%81%D0%BA%D0%B8%D0%B9-%D1%80%D1%83%D1%81%D1%81%D0%BA%D0%B8%D0%B9/Kyivstar+Company+is+not+responsible+for+the+quality) of services and goods provided to the Buyer by the Enterprise.

The Enterprise shall is fully responsible for the information on the Website

**ABOUT OTTRY**

Ottri Websites available at:

- «http://www.ottry.com»;

- «http://www.booking.ottry.com;