

PUBLIC OFFER AGREEMENT

Salamandra – Zakarpattia Limited Liability Company, represented by Volodymyr Stepanovych Danchul, Executive Director, acting by virtue of the Articles of Association (hereinafter referred to as the Contractor) of the one part, hereby offers an unlimited number of individuals and legal entities, hereinafter referred to as the Consumer or the Customer, of the other part (hereinafter jointly referred to as the Parties), to accept this Public Offer (enter into the Service Agreement on Visiting the Derenivska Kupil Resort Complex)

The Offer is public and, according to Articles 633, 641 of the Civil code of Ukraine, its terms and conditions are the same for all Customers. Unconditional acceptance of the terms and conditions of the Offer (any type of payment in accordance with Part 2 of Article 642 of the CC of Ukraine) shall be considered to be acceptance of this Public Offer (hereinafter referred to as the Agreement) by the Contractor and the Customer, and the Agreement shall be deemed automatically executed.

1. TERMS AND DEFINITIONS

1.1. Public offer shall mean a formal offer of the Contractor (published on the Contractor's website) addressed to an unlimited number of individuals and legal entities to enter into the Agreement on the terms and conditions set forth therein.

1.2. The Contractor's website shall mean an Internet web page located at <https://derenivska-kupil.ua>, and shall be the main source of information for customers.

1.3. Acceptance shall mean full, unconditional and irrevocable acceptance of the terms and conditions of the Public Offer Agreement by the Customer.

The Offer shall be accepted as follows:

- The Guest Registration Card has been filled, signed and given by the Customer to the Contractor; or

- The funds for the relevant services have been paid at the cash desk or transferred to the Contractor's bank account.

Any of actions set forth in Clause 1.3 and performed by the Customer shall evidence that the Customer has read and understood this Agreement and agrees to its terms and conditions in full.

1.4. Customer, Consumer shall mean an individual who has Accepted the Contractor's Public Offer set forth in this Agreement and paid for the relevant services.

1.5. The Visiting Rules of Derenivska Kupil Resort Complex shall mean the terms and conditions of services chosen by the Customer hereunder. They shall form an integral part hereof and along with this Agreement shall be the only source regulating relations between the Customer and the Contractor arising out of the services being provided. Any advertising, presentation and other materials created and aimed at informing about the Contractor's services are only for information and reference and shall not be the source regulating all the terms and conditions of service provision.

2. SUBJECT MATTER OF THE AGREEMENT. PAYMENT FOR SERVICES

2.1. This Public Offer (Agreement) sets forth the terms and conditions of the services related to visiting the Derenivska Kupil Resort Complex (Nyzhnie Solotvyno, Uzhhorod District, Zakarpattia Region).

2.2. The Customer may visit Derenivska Kupil Resort Complex after paying for the

Contractor's services and receiving a bracelet of the appropriate colour at the box office, or a MiFare chip bracelet, or a guest card at the front desk of the hotel.

2.3. The Customer shall fully pay for the provided services in a timely manner according to the rates set by the Contractor as advance payment. If the Customer violates the Visiting Rules of Derenivska Kupil Resort Complex or the terms and conditions hereof, which shall lead to unilateral termination of the Agreement by the Contractor, the money paid by the Customer for the services shall not be refunded.

2.4. The cost of services under the Agreement shall be published on the Contractor's official website.

2.5. The Services shall be provided upon Acceptance of the terms and conditions hereof and annexes hereto by the Customer.

2.6. The services shall be provided at the Derenivska Kupil Resort Complex (Nyzhnie Solotvyno, Uzhhorod District, Zakarpattia Region).

2.7. The Contractor is entitled to unilaterally change fee rates for services. The Contractor shall publish the information regarding such changes on its official website.

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3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. The Contractor is entitled to:

3.1.1. Receive payment for services in full according to the terms and conditions hereof.

3.1.2. Deny or suspend the services for any persons under the influence of alcohol, drugs or otherwise without providing the reason if the Contractor's employees have any doubts as to whether such persons can adequately understand and control their actions and strictly adhere to the terms and conditions hereof, as well as the Visiting Rules of Derenivska Kupil Resort Complex.

3.1.3. In case of gross or repeated violation of the terms and conditions hereof, the Customer's disregard of requests of the Contractor's employees, and if the Customer's actions pose danger to health, property, honour or dignity of other Consumers or the Contractor's employees, the Contractor may deny the services to this Customer, prevent the Customer from committing offences, and ask the Customer to leave the facility. If the Customer commits any actions that are considered to be administrative or criminal offences, the Contractor's employees are entitled to act in accordance with the effective law of Ukraine in relation to this Customer and call the police.

3.1.4. Unilaterally make any amendments hereto subject to their prior publication on the Contractor's official website.

3.1.5. If the Customer fails to make a final settlement for the rendered services or for the damages caused to the Contractor, the Contractor may request the Customer to write a binding debt instrument, which is a unilateral deal confirming the existence of the debt and ensuring the fulfilment of obligations set forth in writing according to Articles 547–548 of the Civil Code of Ukraine.

3.1.6. Openly take photos and record videos of the Customers during their stay in public places on the territory of the Derenivska Kupil Resort Complex.

3.1.7. Engage third parties in the provision of services hereunder.

3.2. The Contractor shall:

3.2.1. Enable the Customer to access the services of proper quality in accordance with this Agreement and the Visiting Rules of Derenivska Kupil Resort Complex.

3.2.2. Enable the Customer to obtain information on the provision of services.

3.3. The Customer is entitled to:

3.3.1. Receive the ordered services in full and of proper quality in compliance with the rules of operation established by the Contractor.

3.3.2. Receive the necessary and reliable information about the Contractor and any other information related to the provision of services in accordance with the effective law of Ukraine.

3.4. The Customer shall:

3.2.1. Read the Visiting Rules of Derenivska Kupil Resort Complex as well as the terms and conditions of the Public Offer Agreement before paying for the services, and shall unconditionally adhere to the terms and conditions hereof during the entire period of using the services.

3.2.2. Wear a bracelet of the appropriate colour, or a MiFare chip bracelet, or carry a guest card, fulfil legal requests of the Contractor's employees and comply with the terms and conditions of this Agreement and the Visiting Rules of Derenivska Kupil Resort Complex when using the services on the territory of the Derenivska Kupil Resort Complex.

3.2.3. Provide complete and accurate information required to identify the Customer.

3.2.4. Not violate the requirements of the effective law of Ukraine and generally accepted rules of morality and decency when requesting the Contractor to provide services, as well as during the Customer's stay on the territory of the Derenivska Kupil Resort Complex.

4. LIABILITY OF THE PARTIES

4.1. The Contractor and the Customer shall be liable for the violation of the terms and conditions hereof in accordance with the effective law of Ukraine.

4.2. The Contractor shall not be liable for any harm caused to the Customer's life or health if the Customer fails to properly meet the requirements of the law of Ukraine, the terms and conditions of this Agreement, the Visiting Rules of Derenivska Kupil Resort Complex, requests and instructions of the Contractor's employees.

4.3. The Contractor shall not be liable for the safety of the Customer's personal belongings.

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4.4. In case of losing a MiFare chip bracelet, the Customer shall indisputably pay the Contractor a fine of UAH 1,000 (one thousand hryvnias 00 kopecks).

4.5. Should the Customer cause any damage to the property of the Contractor or any third parties, the Contractor may request the Customer to fully reimburse for the caused damages. The ground for reimbursement shall be the Damage Report signed by the authorised officer of the Contractor and two individuals not otherwise involved directly upon detection of damage. The Customer is entitled to take part in drafting and signing of the Report. If the Customer refuses to take part in drafting and signing of the Report, the Report shall be deemed valid provided that the drafting procedure set forth in this Clause has been observed.

5. MISCELLANEOUS

5.1. The Agreement shall enter into force upon acceptance of the Public Offer and shall be valid until the date of its termination.

5.2. By accepting and entering into this Agreement, the Customer certifies that the Customer has provided and understood all the information relating to the provision of services hereunder.

5.3. By accepting the terms and conditions hereof, the Customer shall automatically give

their consent to the processing of their personal data by the Contractor, i.e. enabling the Contractor to do the following in relation to the Customer's personal data: to collect, organise, include in the Contractor's database, including the electronic ones, accumulate, store, clarify, as well as continue to use and disseminate the Customer's personal data in accordance with the provisions of the Law of Ukraine On Personal Data Protection No. 2297-VI dated 1 June 2010 (as amended). The Customer also certifies that it has been notified by the Contractor of its rights as a personal data subject, the owner of personal data, the purpose of data collection, the composition and content of the collected personal data, as well as any other persons that may receive such personal data.

Annex: Visiting Rules of Derenivska Kupil Resort Complex.

6. CONTRACTOR'S DETAILS

Salamandra – Zakarpattia Limited Liability Company,
151A Nyzhnie Solotvyno,
89441, Uzhhorod district, Zakarpattia Region
EDRPOU code: 39695043, TIN 396950407143
c/a UA693123780000026009053913909 with
Privatbank PJSC CB, MFO (sort code): 312378,
Bank's EDRPOU code: 14360570
E-mail: irys.hotel@derenivska-kupil.ua

Executive Director

_____ V. S. Danchul