

## Public Offer Agreement on Providing Hotel Services

The online service is provided by Business Center Hermes LLP (further - the Contractor). The Customer and the Contractor have entered into this Agreement (further - the Agreement), as follows:

### 1. Terms and definitions

**Agreement** — this agreement of the parties on all essential terms of service provision, drawn up in the form of a public offer, and subsequently accepted unconditionally by the Customer of services in full through its acceptance. This Agreement is a transaction consisting of an accepted public offer and its integral parts in the form of rules and regulations posted on the website. The procedure of the Agreement execution is defined further in the text in accordance with Articles 395 and 396 of the Civil Code of the Republic of Kazakhstan.

**Offer** — a public offer to conclude an agreement, posted on the website <https://befine.kz>

**Acceptance** — a full and unconditional acceptance by the Customer of the terms of this Agreement.

**Website** — the website of the Contractor on the Internet, located at <https://befine.kz> which is used for Orders by the Customer.

**Hotel** - BeFine hotel complex in Beskaynar village of Talgar district of Almaty region

**Customer** — a capable individual over 18 who has the legal right to enter into contractual relations with the Contractor, including booking services on the website.

**Order** — a set of the Hotel services formed by the Customer by selecting a suitable option as a result of a search in the online Booking System.

**Online Reservation and Payment System (further - the System)** — an information system containing information about received Orders, availability of Hotel rooms, rates and rules of their application, as well as other conditions for the provision of offered services. The information in the System can be changed or supplemented at any time. In this regard, the Customer is offered to use the System in the "as is" mode.

**Contact information** — personal and contact data of the Customer for prompt communication with him on issues related to the ordered services.

**Reservation** — reservation of Hotel rooms that occurs as a result of a number of actions performed by the Customer in the System in accordance with the Reservation and Payment Rules.

**Reservation and Payment Rules** — a set of rules and instructions according to which the Customer books Hotel services on the website, as well as pays for the Reservation made.

### 2. General

2.1. The text of this Agreement is a public offer (in accordance with Paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan, a public offer is an offer containing all essential terms of the agreement, from which the will of the person making the offer to conclude an agreement on the terms specified in the offer with anyone who responds to this offer, is seen). Acceptance of the offer is using of the online room reservation service (in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan). Acceptance is the response of the person to whom the offer is addressed about his acceptance. Acceptance must be complete and unconditional. By accepting this public offer agreement, the Customer confirms his legal status and capacity, as well as his legal right to enter into contractual relations with the Contractor. Full and unconditional consent to enter into the Agreement (further – the Acceptance) is an expressed agreement with its terms of using online reservation service of the Contractor and / or acceptance of the service terms;

2.2. Acceptance of the Agreement means that the Customer agrees with all the provisions of this offer, and is equivalent to the conclusion of the Agreement and all its annexes. In connection with the above, please read the text of the Agreement carefully. If you do not agree with any paragraph of the Agreement, the Contractor offers you to refuse to accept the offer.

2.3. This offer is addressed to individuals.

### 3. Subject of Agreement

3.1. The Contractor provides services to the Customer for Reserving Hotel rooms with or without catering services, the Customer agrees to accept and pay for the services ordered.

- 3.2. This Agreement is considered to be concluded from the moment the Customer accepts it.
- 3.3. This Agreement is the main document in the official relationship between the Customer and the Contractor.
- 3.4. Services are provided in accordance with the current legislation of the Republic of Kazakhstan and under the conditions set by the Hotel.

#### **4. Terms of services**

- 4.1. In order to place an Order and make a payment, the Customer must fill in all the necessary fields of the reservation form posted on the website. In this case, the Customer must provide all the necessary data provided by the Reservation and Payment Rules.
- 4.2. The Customer is responsible for the accuracy and reliability of all data provided to the Contractor. The Customer confirms and guarantees that he is over 18, has full legal capacity, financial solvency, and the legal right to enter into the rights and responsibilities of civil and other types of transactions, both on his own behalf and in the interests of other persons.
- 4.3. Registration and online payment of the Order shall be made by the Customer on his own on the website or with the help of the hotel administrator.
- 4.4. The Customer gets acquainted with all the terms and conditions of the service while ordering.
- 4.5. The Customer pays for the Order in accordance with section 7 of this Agreement.

#### **5. Rights and obligations of the Customer and the Contractor**

##### **5.1. The Customer has the right**

- 5.1.1. To search, reserve and pay for Hotel services using the System and other methods specified on the website. In this case, the Customer accepts that while using the System, he accepts the terms of this Agreement fully and unconditionally, regardless of how the Reservation and Payment of the Order were made.
- 5.1.2. To cancel the Order or change the Order on the terms specified in section 8 of this Agreement.
- 5.1.3. The Customer has the right to receive the reserved services within the terms and in the amount specified in the Order.

##### **5.2. The Contractor has the right**

- 5.2.1. To require the Customer to comply with the terms of the Reservation and Payment Rules posted on the website and this Agreement. The Contractor is responsible for the proper execution of the Agreement only in the case of actions and procedures performed by the Customer in full compliance with these terms.
- 5.2.2. To require the Customer to agree to the terms of this Agreement in full. To refuse to provide services to the Customer in case of disagreement with the terms of this Agreement.
- 5.2.3. To require the Customer to pay for the Order in full. To cancel the Order if the Customer does not make payment within the period specified in the Reservation and Payment Rules.
- 5.2.4. To involve third parties to perform Reservation for the purposes of this Agreement.
- 5.2.5. To terminate the Agreement unilaterally out of court if the Customer has provided the Contractor with false information, as well as deliberately misleading or false bank card data.
- 5.2.6. To disable and enable, if necessary, the System at any time, informing the Customer about it on the website.

##### **5.3. The Customer shall**

- 5.3.1. Not place an Order without reading this Agreement and the Reservation and Payment Rules. If the Customer has started placing and paying for the Order, the Contractor considers that the Customer is fully familiar with and agrees to the terms of this Agreement and the Reservation and Payment Rules.
- 5.3.2. Get acquainted on his own with information on the Contractor's website about the Hotel and its services, including the cost of services.
- 5.3.3. Specify, when placing an order and making an online payment, the current contact information necessary for the Contractor to communicate fast with the Customer.
- 5.3.4. Provide all relevant information required for ordering.
- 5.3.5. Pay the full price in time. If he pays for an Order with a bank card via the Internet, he must use a Bank card belonging to the Customer only. In order to avoid fraud, the Contractor verifies the payment

and contacts the Customer to resolve any issues. If the Customer is unavailable or the issue remains unresolved, the Contractor reserves the right to cancel this Order and return the funds to the bank card of its owner.

5.3.6. Inform the Contractor immediately, in case of refusal of the Order or part of the services in the Order, as well as change of the ordered services, in the manner prescribed in the Reservation and Payment Rules.

5.3.7. Unless otherwise provided in this Agreement and not the substantive obligations or requirements of law, contractual rights and obligations of the Customer shall also apply to persons for whom this Agreement is signed.

#### **5.4. The Contractor shall**

5.4.1. Provide the Customer with the necessary information about the Hotel and its services on the website, as well as the rules for reservation and payment of the Order.

5.4.2. Accept payment for the Order from the Customer (including through third parties) after proper ordering and successful reservation of services.

### **6. Offer Acceptance and conclusion of the Agreement**

6.1. The Customer accepts the offer by performing the following actions in the System:

- reserving an Order
- paying for the Order

After performing any of these actions by the Customer on the Contractor's website, the Agreement is considered to be concluded.

### **7. Settlement procedure**

7.1. The cost of services is determined in the Order made by the Customer in accordance with the selected set of services.

7.2. The cost of services is set in tenge and is indicated on the website and in the confirmation of reservation. The cost of services can be changed by the Contractor unilaterally.

7.3. All payments under the Agreement are made in tenge.

7.4. Payment for the Order is made in accordance with the Reservation and Payment Rules in the amount of 100 (one hundred) % of the Order amount within the period set depending on the payment methods.

### **8. Cancellation, change of the Order and refund to the Customer**

8.1. Before payment, the Customer can cancel the Order at any time or make changes to the Order in accordance with the Reservation and Payment Rules.

8.2. Refund to the Customer in case of cancellation or non-arrival at the Hotel shall be made in accordance with the procedure and conditions provided for in the Reservation and Payment Rules.

### **9. Liability of the parties and dispute resolution**

9.1. For non-performance and improper performance of obligations under this Agreement, the parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

9.2. The Contractor shall not be liable for the inability to service the Customer for any reason, including disruption of communication lines, equipment malfunction, etc.

9.3. The Contractor shall not be liable to the Customer in case of non-performance or improper performance of the services on its part or on the part of third parties resulting from violations of the terms of this Agreement by the Customer.

9.4. The Customer shall be liable for fulfilling his obligations to the Contractor, for causing both material damage and damage to its business reputation. The damage caused by the Customer in case of loss or damage to the Hotel property must be compensated by the Customer in full, on the day of Damage Certificate drawn up in accordance with the legislation of the Republic of Kazakhstan and the rates for damage to the Hotel property.

Any incorrect or fraudulent Reservation or resale of an Order is prohibited.

9.5. The Contractor shall be liable for material damage caused to the Customer in connection with the failure to provide the Customer with services in the amount specified in the Order, in accordance with the

current legislation of the Republic of Kazakhstan, except for cases where the violation of the Customer's rights occurred as a result of force majeure.

9.6. The Contractor shall not be liable in case of non-provision or improper provision of services on its part or on the part of third parties arising due to unreliability, inadequacy or delay of information and documents provided by the Customer and arising as a result of other violations of the terms of the Agreement and/or the Reservation and Payment Rules by the Customer.

9.7. The Contractor shall not be liable to the Customer in case of late arrival at the Hotel for more than 1 day or early departure.

9.8. The Contractor posts information about the Hotel and its services on the website and shall be liable for its relevance and reliability.

## **10. Confidentiality**

10.1. By accepting the terms of this Agreement, the Customer agrees to the processing of his personal data, as well as the personal data of the persons on whose behalf and in whose interests he acts (including last name, first name, patronymic, e-mail, mobile phone number, etc.). This consent to the processing of personal data is indefinite and can be revoked by submitting a written request from the Customer to the Contractor. Personal information of the Customer is not subject to distribution, except in cases stipulated by the legislation of the Republic of Kazakhstan.

10.2. The Customer shall be liable for the confidentiality of his contact data, as well as for all actions performed with its use. The Contractor shall not be liable and shall not compensate for losses caused by unauthorized use of the Customer's data by third parties.

## **11. Force majeure**

11.1. The parties are released from liability for full or partial non-performance of their obligations under the Agreement if such non-performance was the result of force majeure, that is, extraordinary and unavoidable circumstances.

11.2. Force majeure circumstances include, but are not limited to: natural disasters, military actions, a national crisis, strikes in an industry or region, actions and decisions of state authorities, failures that occur in telecommunications and energy networks, the action of malicious programs, as well as unfair actions of third parties aimed at unauthorized access and/or disabling the software and/or hardware complex of each party.

## **12. Amendment and termination of the Agreement**

12.1. This Agreement is considered to be concluded from the moment the Customer accepts this offer and is valid until the parties fulfill all their obligations under the Agreement.

12.2. The Contractor has the right to refuse to perform this Agreement unilaterally and out of court.

If there are any questions, the Customer can contact us by phone: +7 (727) 3007000, +7 (776) 222 7000, or by email [booking@befinede.kz](mailto:booking@befinede.kz)

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