

# Public Offer

## Terms and Definitions

In this offer, the terms listed below have the following meanings and are an integral and inseparable part thereof:

**“Executor”, “Hostel”** — legal entity, IE “RASULEV RAVSHAN KAXRAMANOVICH”, location address: Tashkent, Bunyodkor Avenue, 9A, established in accordance with the legislation of the Republic of Uzbekistan and carrying out entrepreneurial activity for the sale of Services, including by remote means.

**“Customer”, “Guest”** — any physical person who has accepted (acceded to) this offer under the conditions specified below and provided their personal data to the Executor by means of registration on the Website.

**“Website”** — the official web page of the Executor on the site beshichotels.com.

### 1. General Provisions

1.1. In accordance with Article 369 of the Civil Code of the Republic of Uzbekistan (hereinafter referred to in the text of this offer as the “CC RUz”), this document is a public offer addressed to an indefinite circle of persons and is considered as an invitation to make offers, unless otherwise expressly stated in the proposal. In accordance with Article 370 of the CC RUz, the performance by a person who received the offer, within the period established for its acceptance, of actions to fulfill the terms of the contract specified therein is considered acceptance, unless otherwise provided by legislation or indicated in the offer.

1.2. The Executor and the Customer guarantee that they possess the necessary legal capacity and capability, as well as all rights and powers necessary and sufficient for the conclusion and execution of the Service Provision Agreement.

1.3. By purchasing Services through the website, the Guest unconditionally accepts the conditions of this offer and agrees to the terms of the Executor’s privacy policy. The Service processed by the Guest on the website is confirmation of the Agreement concluded between the Executor and the Customer.

1.4. The provisions of the CC RUz, the Law of the Republic of Uzbekistan “On the Protection of Consumer Rights” dated 26.04.1996 No. 221-I, and other regulatory legal acts of the current legislation of the Republic of Uzbekistan (hereinafter referred to in the text of this offer as the “RUz”) apply to the relations between the Customer and the Executor.

1.5. The Executor reserves the right to make changes to this offer, in connection with which the Guest undertakes to independently monitor the existence of changes in this offer posted on the Website.

### 2. Subject of the Agreement

2.1. The Hostel provides Services at the prices presented on the Executor's Website, and the Customer makes payment and accepts the Services in accordance with the terms of this offer.

### 3. Rights and Obligations of the Parties

3.1. The Hostel undertakes:

3.1.1. From the moment of acceptance of this offer, to ensure the fulfillment of its obligations to the Guest under the conditions established by this offer and in accordance with the requirements of the current legislation of the RUz. The Hostel reserves the right to refuse to fulfill its obligations in the event of circumstances of extraordinary force (“force majeure”) in

accordance with Section 9 of this offer;

3.1.2. To process and store the personal data of the Guest provided to the Hostel, ensure their confidentiality, and not provide access to this information to third parties, except in cases provided for by the current legislation of the RUz.

3.1.2.1. By accepting (acceding to) this offer, the Guest confirms their consent and permits the Hostel to process their personal data, including: surname, first name, patronymic; e-mail; telephone. Under the processing of personal data in this offer is understood: the collection of the above data, their systematization, accumulation, storage, clarification (updating, modification), use, blocking, destruction.

3.1.2.2. The Guest expresses consent and permits the Hostel and its services to process the guest's personal data using automated database management systems, as well as other software and technical means.

3.1.2.3. The Administrator is entitled to independently determine the methods used for processing the Guest's personal data (including, but not limited to: automatic verification of postal codes with the code/index database, automatic verification of the spelling of street/settlement names, database segmentation according to specified criteria, etc.).

3.1.2.4. The Administrator ensures the confidentiality of the personal data provided by the Customer and its protection from copying and distribution. At any time, the Guest is entitled to request a list of their personal data and/or demand to change or destroy their personal data by calling the Administrator by phone, stating their first name, patronymic, surname, and e-mail.

3.1.2.5. In accordance with Article 18 of the Law of the RUz dated April 29, 2004, No. 613-II "On Electronic Commerce", the Executor is prohibited from using personal data for purposes other than the purposes of the agreement in electronic commerce, and from transferring them to third parties, unless otherwise provided by the agreement of the parties or by legislation.

3.2. The Executor has the right to change the terms of this offer; the prices for Services indicated on the website; the conditions for payment of Services; methods and terms of Services; as well as other conditions indicated in this offer and on the Website.

3.3. The Customer undertakes:

3.3.1. Prior to the moment of purchasing the Service on the Website — to familiarize themselves with the content and conditions established in this offer, as well as with other conditions indicated on the Website, including the prices for Services established on the website;

3.3.2. To provide reliable personal data necessary for the identification of the Guest and sufficient for making a reservation in the Hostel and providing the Customer with the Services purchased by them;

3.3.3. To pay for the Services under the conditions of this offer;

3.3.4. Not to use the Services purchased on the website for entrepreneurial purposes;

3.3.5. To comply with the conditions established in this offer, as well as other conditions indicated on the Website.

3.4. The Customer has the right:

3.4.1. To receive information (advertising messages, mailing) about ongoing promotions in the form of SMS messages via mobile communication networks to the subscriber phone number specified during registration. The User has the opportunity to unsubscribe from the mailing at any time, as well as to subscribe to the mailing again.

#### **4. Registration on the Website "Beshichotels.com"**

4.1. To obtain the right to use the Website, the Guest undertakes to register a User account on the Website.

4.2. Registration of the User is carried out as follows:

- a) enter the First Name and Surname into the form; the First Name and Surname of the User specified during registration will be used as information about the guest and their identification when using the services of “Beshic Hostel”;
- b) enter a valid email address into the form for the Guest to receive information about the booking in the form of an email, a booking confirmation in PDF format or any other form;
- c) enter a password created by the Customer independently and confirm it in the corresponding input field;
- d) accept this offer, agreeing to its terms;
- e) give consent to the processing of data and the receipt of information (advertising) about the Hostel's ongoing promotions in accordance with paragraph 3.4.1. of this Offer.

4.3. Registration will be considered complete after the correct entry of the password by the User.

4.4. By performing actions to register a User account on the website, the User accepts the terms of this offer in full and without any exceptions.

4.5. Registration of the Guest allows for avoiding unauthorized actions of third parties on behalf of the Customer and opens access for the latter to additional services of the Website. The transfer of the login and password by the Customer to third parties is not permitted.

4.6. The processing of Services (accommodation in the Hostel) is carried out by the Customer on the Website. Only registered Customers (Guests) can make a booking.

4.7. The Hostel is not responsible for the accuracy and correctness of the information provided by the Customer during registration.

## **5. Purchase of Services**

5.1. The Guest may use the purchased Service only on the territory of “Beshic Hostel”.

5.1.1. When making a reservation through the electronic form on the Website, the Customer (Guest) thereby confirms that they are familiar with the terms of this offer and undertakes to provide the Hostel with all information necessary for the proper processing and execution of the Services.

5.1.2. When making a booking through the Website, the Guest chooses the type and/or category of Service, the duration (if necessary), fills out the electronic form, and makes payment for the Service.

5.2. The Customer does not have the right to change the conditions of use of the purchased Service.

5.3. In case the Customer has additional questions regarding the purchase of Services, before processing the booking, the Guest should contact the Executor by phone at +998 70 225 05 05 to obtain the necessary information.

## **6. Use of Purchased Services**

6.1. After successful payment by the Customer for the Services on the page of the Executor's Website, an automatically generated booking confirmation letter will be sent to the Customer's email address specified during registration.

6.2. The confirmation letter grants the right to receive and use the accommodation service on the territory of “Beshic Hostel”.

## **7. Payment for the Cost of Services**

7.1. The actual cost of accommodation, as well as additional services in the hostel, are reflected on the Executor's Website.

7.2. Changes in tariffs for utilities and other expenses of the Executor according to the decision of the Government of the Republic of Uzbekistan entail a change in prices for accommodation from the moment the new tariffs come into effect.

7.3. The Customer shall make a prepayment in the amount of 100 (one hundred) % of the cost of the declared services by transferring funds to the Executor's settlement account in such a way that the funds are received in the Executor's settlement account within the following periods:

- for individual orders: no less than 12 hours before arrival;
- for groups: no later than 2 working days before the intended arrival.

7.4. The basis for payment is the invoices issued by the Executor, as well as confirmed bookings of the Customer according to the tariffs indicated on the website.

7.5. The final cost is determined based on the actual stay of the Customer's clients and is indicated in the invoice (stay receipt).

7.6. In the event that unused funds remain after the departure of the Customer (Guest), these amounts are subject to consideration in subsequent placements, or upon submission of a properly executed letter from the Customer for a refund, certified by the signatures of authorized persons, on the basis of an agreed act of reconciliation of mutual settlements, the unused funds may be returned to the Customer in the same form of payment in which the prepayment was made.

7.7. The Executor is entitled to refuse to provide services to the Customer under this Agreement in case of absence of 100% payment at the time of the Guest's arrival according to paragraph 7.3 of this Agreement. In this case, the Executor is entitled to apply penalties to the Customer provided for by the terms of this agreement.

7.8. All settlements between the Parties are made in the national currency of the Republic of Uzbekistan — in “Sums”.

## **8. Liability of the Parties**

8.1. For non-fulfillment or improper fulfillment of obligations under the agreement, the parties bear responsibility in the manner and amounts provided for by the terms of this Agreement and the current legislation of the Republic of Uzbekistan.

8.2. This agreement establishes the following responsibility of the Customer for (during) the cancellation of stays:

8.3. Upon cancellation of stays of individual Clients, the Customer pays the Executor compensation depending on the period of processing the cancellation in the following amount:

- From 48 hours and no-show — 50% of the cost of the ordered (booked) tariffs for one night.
- From 24 hours and no-show — 100% of the cost of the ordered (booked) tariffs for one night.

8.4. Compensation for the cancellation of orders within the established timeframes is withheld by the Executor from the amount received from the Customer to the Executor's account as a prepayment, or by issuing an invoice, which must be paid by the Customer within 3 (three) banking days from the moment of processing.

8.5. Material damage arising in case of loss or damage to the Hostel's property caused by the Guest must be compensated by the Clients (guests) in full on the day the damage act is presented to them, in accordance with the legislation of the Republic of Uzbekistan, of which the Customer notifies the Client before their placement in the Hostel. In case of the Client's (Resident's) refusal to compensate for the damage, the Customer compensates the Executor for the material damage based on the prepared invoice.

8.6. The Parties are not liable to each other, as well as to the Clients (guests), for

damage incurred by the latter not through the fault of the Executor, as well as for the actions of the Clients (Residents) committed in violation of the established rules and regulations in the hostel.

8.7. Damage caused to the Hostel by a representative of the Customer or a Resident is compensated on the spot in accordance with the legislation of the Republic of Uzbekistan. In case of impossibility of compensating for the damage on the spot for any reasons, the Executor draws up an Act of Property Damage, which is signed on one side by the Executor and on the other by the Resident who caused the damage. At the same time, the Act of Property Damage signed by the Executor unilaterally, with a note about the Resident's refusal to sign it, is legally valid for the parties, giving rise to the Customer's (Guest's) obligation to compensate for the losses caused by the Resident. The signed Act of Property Damage is sent within 3 (three) banking days from the date of its signing by email and/or in another electronic form to the Customer. The Customer, within 3 (three) banking days from the date the Executor provides the signed Act of Property Damage, is obliged to compensate for such damage.

8.8. In case of violation by the Clients (residents) of the Customer of the requirements of the Law of the Republic of Uzbekistan "On Nature Protection" and "On the Protection of Health of Citizens" regarding the consumption of tobacco, alcoholic beverages, or the consumption of drug-nicotine containing substances (products), the Guest is obliged to pay in full all costs and losses incurred by the Hostel, of which the Customer notifies the Guest before placement in the hostel.

8.9. The Executor does not bear responsibility for the safety of funds and valuables left in the hostel rooms. Also, the Customer (Client-resident) strictly undertakes to comply with the rules for guests staying in the hostel.

## **9. Force Majeure**

Any of the Parties is exempt from liability for full or partial non-fulfillment of its obligations under this offer if this non-fulfillment was caused by circumstances of extraordinary force. Circumstances of extraordinary force mean extraordinary events and circumstances that the Parties could neither foresee nor prevent by reasonable means. Such extraordinary events or circumstances include, in particular: floods, fires, earthquakes and other natural disasters, circumstances independent of the will and actions of the parties, etc.

## **10. Other Conditions**

10.1. This offer enters into force from the moment the Customer performs actions aimed at registering an account (login) on the website.

10.2. All disputes related to the non-fulfillment or improper fulfillment of their obligations under this Agreement shall be resolved by the Parties through negotiations.

10.3. In case of failure to reach an agreement during negotiations, disputes will be resolved in court in accordance with the current legislation of the RUz.