

**01.23.2023**

## **BLOYD Terms of Service**

Passing the verification procedure on the site and placing and paying for Orders on <https://bloyd.ru> (the "Site"), the Client agrees to the terms of use of the BLOYD service set forth below. The Terms govern the relationship between Users (Client and Expert) and BLOYD Limited Liability Company arising in connection with the registration and execution of Orders for BLOYD (the "Terms"). Please read these Terms and Conditions carefully before placing an Order. If you do not agree with any provision of the Terms, you may opt out of using BLOYD. The Terms come into force from the moment they are published on the Site and are valid indefinitely.

BLOYD may change the Terms at any time unilaterally in its sole discretion without special notice. Changes come into force from the moment the updated version is posted on the Site.

### **1. Concepts:**

**BLOYD** is an online service hosted on the Site, on the Google Play and AppStore platforms, which allows registered Clients to purchase, and Experts offering their services to publish ads and sell Services, as well as make settlements between Clients and Experts. BLOYD includes a set of programs owned by the Administrator, through which the Administrator provides Experts with the following services: (1) to promote the Services, (2) to organize and ensure the technical possibility of concluding transactions between Users, (3) to facilitate execution by arranging settlements between Users, (4) to assist in resolving disputes between Users.

**Administrator** – Limited Liability Company "BLOYD" (OGRN 1217800188363), which is the owner of the Site, acting in relation with the Client on behalf of other Sellers, who owns all rights to the BLOYD online service - and the domain [www.bloyd.ru](http://www.bloyd.ru) and which provides services to Users on the terms of this Agreement. The Administrator is not a travel organizer or a seller of travel services and tourism products within the meaning of Federal Law No. 132-FZ of November 24, 1996, "On the Fundamentals of Tourism Activities in the Russian Federation." By interacting through BLOYD, Users enter into a contractual relationship directly with each other. The Administrator is not a party or other participant in any contractual relationship between Users and is not a travel agent or insurer. The Administrator does not act as an agent of the Users except as provided in the Payment Services Terms.

**Order** — the Client's request to purchase the Service, paid for using BLOYD.

**Customer** – a fully capable individual or legal person placing an order for the Service using the online- service BLOYD or indicated as the recipient of the Service and/or certificate for the Service.

**User** – a fully capable individual or legal entity registered on BLOYD as a Client or Expert.

**Service / Services** - services of the “author's trips” or “sports and health” categories, provided by the Expert to the Client through BLOYD services.

**Expert** – a fully capable or legal person who provides the Services through BLOYD.

## **2.General provisions:**

2.1. These Terms, as well as information about the Services provided on the Site BLOYD, are a public offer by Article 435 and Part 2 of Article 437 of the Civil Code of the Russian Federation.

2.2. The Client agrees to the terms of sale of the selected Services by pressing the "Buy in 1 click" button at the last stage of placing an Order on the Site. The performance of these actions confirms the conclusion of an agreement between the Client and the Expert. The contract is concluded by placing an order for the Service on the terms of prepayment (advance on account of a future transaction).

2.3. The rules of promotions, contests, and other promotional events may establish a different procedure for placing an order for the Service. The fact of participation in such an event means the Client's consent to this procedure.

2.4. If the User decides to use BLOYD as an Expert, then the relationship between the Expert and BLOYD is limited by the terms of the [PUBLIC OFFER](#). In this case, the Expert is not an employee, agent, or joint venture participant of BLOYD and acts solely on his behalf and interests, but in no case on behalf of or in the interests of BLOYD.

2.5. BLOYD does not control Experts or their activities under this Agreement, including when providing Experts and Services. BLOYD is not responsible for the quality of the Services provided by the Expert but guarantees the Client either: (1) a receipt of the Service that was paid for, (2) or a refund for the Service that the Client paid for, but the Expert did not provide.

2.6. The Expert confirms that he/she offers the Services and participates in other business or employment relationships on his/her own initiative.

2.7. The Administrator is not a participant, travel agent, or insurer in any contractual relationship between Users. The Administrator cannot fully control and guarantee the existence, quality, safety, compliance, or legality of any announcements about the Services, the reliability, and accuracy of their descriptions, as well as the legitimacy of other content. Any indication that the User is “confirmed” (or different similar definitions) means only that the User has passed the appropriate BLOYD registration and verification procedure.

2.8. BLOYD's advertisements and other content may be displayed on websites, applications, emails, and other online and offline platforms to promote and increase potential customers' views of advertisements about the Services. Advertisements and other content may be translated fully or in partial English to assist Users who speak different languages. The Administrator cannot fully guarantee the accuracy or quality of such translations.

2.9. BLOYD may contain links to third-party websites and resources (“Third Party Services”). Your use of Third Party Services may be subject to different terms and conditions of use. The Administrator is not responsible for the availability or accuracy of the Third Party Services or the content, products, or services of the Third Party Services. The presence of links to Third Party Services does not imply any guarantees regarding Third Party Services on the part of the Administrator.

2.10. Due to the fact that the Administrator is not a person providing the technical possibility of continuous access to the Internet for Users, the Administrator cannot guarantee the constant and uninterrupted availability of BLOYD. The Administrator has the right to restrict

the availability of sections or functions in BLOYD to Users if necessary to maintain adequate throughput, security, or integrity of its servers, as well as to carry out technical measures that ensure the proper or improved functioning of BLOYD. The Administrator, at his discretion, may make changes, improvements, extensions, and modifications to BLOYD, as well as introduce new services without the prior consent of the Users.

### **3. Registration (creation) of an account:**

3.1. To acquire the status of a Client or an Expert and perform any actions, except for familiarization with the information available to an unlimited circle of persons posted on the BLOYD platform, the User must register on the website or in the mobile application by creating an individual account - Account.

3.2. One User has the right to register only one Account. The User is not entitled to transfer the Account's rights and provide access to it to third parties.

3.3. For registration, the User indicates the Login (their phone number), the SMS code, and their mail (need to confirm it) to manage the Account and further access the User's Account.

3.4. Verification by phone number. To register on the Site, the User must go through the verification procedure:

- enter their phone number and click the "send code" button;
- enter in the field a unique code sent to the owner via SMS messages in mobile applications/others. An individual code is a simple electronic signature with which the Client confirms that he owns the specified phone number and his agreement with these Terms. The unique code is valid for 15 minutes from its sending. A second attempt to request the code is possible after 60 seconds. At most, five verification codes can be sent to one phone number within one user session (then a blocking occurs for 60 minutes). At most, five unsuccessful attempts to enter the verification code can be made to one phone number within one user session (then a blocking occurs for 60 minutes). There can only be one valid code to verify one phone number at a time.

If the code matches, then the verification was successfully completed. If the User already has an Account on the BLOYD website, this Account is automatically logged in, and if not, the Client can contact the support service or create a new Account.

3.5. If the User's phone number has changed, he can change it in the Account by clicking on the "Change phone number" button and following the instructions.

3.6. The Client can log into the Account:

- via login (mobile phone number) and sms code; however, to place Orders, you must go through the verification procedure on BLOYD;
- using your Apple ID (in the BLOYD app for iOS).

3.7. The Client undertakes not to disclose the login, phone number, and unique codes to third parties. If the Client has suspicions about the security of his data and their unauthorized use by third parties, the Client is obliged to immediately notify BLOYD about this at the following address: [help@bloyd.ru](mailto:help@bloyd.ru)

3.8. The User is obliged to provide reliable information about himself when registering an Account. If the Administrator has reason to believe that the information provided by the User is unreliable, he has the right to refuse registration or block or delete the User's Account.

3.9. The Administrator has the right to set requirements for the Password (length, allowed characters, etc.). The User is solely responsible for the reliability and security of the Login and Password specified by him, undertakes not to transfer them to third parties, undertakes

to immediately notify the Administrator of the compromise (risk of compromise) of his login and password to enter the Personal Account, if the compromise (risk of compromise) has become known to the User in advance.

3.10. All actions performed using the User's Account are considered to be performed directly by the User. The user is fully responsible for these actions.

3.11. By posting information on BLOYD, the User agrees that such information may be available to other Users of the BLOYD platform in connection with the conclusion, execution, and termination of transactions, as well as in the course of negotiations between Users before the conclusion of transactions.

3.12. By registering an account on BLOYD, the User agrees in accordance with paragraph 1 of Article 18 of the Federal Law of March 13, 2006, N 38-FZ "On Advertising" to receive advertising (advertising messages) from the Administrator sent to the User's contact information (e-mail, phone number, messenger program account) contained in the account. The User has the right to refuse to receive advertising messages at any time by notifying the Administrator in writing or through the Personal Account.

#### **4. Consent to the processing of personal data:**

4.1. The processing of the User's personal data is carried out by the Administrator in accordance with POLICY, the legislation of the Russian Federation, in accordance with the Constitution of the Russian Federation, as well as the requirements of: Federal Law of July 27, 2006 N 149-FZ "On Information, Information Technologies and Information Protection", the provisions of Chapter 14 of the Labor Code of the Russian Federation "Protection of Personal Data of Employees ", Federal Law of July 27, 2006 N 152-ФЗ "On Personal Data", Decree of the Government of the Russian Federation of September 15, 2008 N 687 "On Approval of the Regulations on the Features of Personal Data Processing Carried Out Without the Use of Automation Tools", Decree of the Government of the Russian Federation of 11/01/2012 N 1119 "On approval of the requirements for the protection of personal data during their processing in personal data information systems" and other regulatory legal acts, and regulatory and methodological documents of the Russian Federation governing relations related to ensuring the security of personal data during their processing in personal data information systems.

4.2. The User is considered to have accepted the conditions regarding processing personal data in full, without exceptions and withdrawals when registering an Account in BLOYD.

4.3. The User confirms that he/she has the legal capacity required by applicable law (is an individual over the age of 18 or a legal entity registered following the laws of the country of incorporation) to use BLOYD and understands the significance of the actions taken.

4.4. Continued use of BLOYD by the User after making changes (additions) to these Terms means acceptance and consent of the User with such changes (additions).

4.5. The User, agreeing to these Terms, following the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data", expresses his consent to the implementation by the Administrator of any action (operation) or a set of actions (operations) performed using the means automation or without the use of automation tools, with his data (processing of personal data), including collection, recording, copying, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (provision, access) to third parties, as well as in cases expressly provided for by the current legislation of the Russian Federation, in compliance with the requirements of confidentiality of information, depersonalization, blocking, deletion, destruction of personal data, and confirms that by giving such consent, he acts of his own free will and in his interest. When processing

personal data, the Administrator is not limited in the application of methods for their processing.

4.6. The User gives consent to fulfill these Terms and the possibility of using the BLOYD functionality, including for actions following the terms of payment services.

4.7. By agreeing to these Terms, the User acknowledges and confirms that if it is necessary to provide his personal data in accordance with the requirements of the current legislation of the Russian Federation to achieve the above goals to third parties, the Administrator has the right to disclose information about him to such third parties to perform the above actions (including his personal data), as well as provide relevant documents. At the same time, the third parties mentioned above have the right to process his personal data based on this Consent.

4.8. By providing his personal data and expressing his consent to these Terms, the User gives his consent to the processing, storage, and use of his personal data based on Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006, for the following purposes: (1) registration the User on the BLOYD website, (2) customer support by the technical service of the website, (3) organization of settlements between the User and other Users of the website in accordance with these Terms, transactions concluded between them in accordance with the procedure established by applicable law, (4) fulfillment by other Users of obligations to the User, fulfillment of the obligations of the User to its counterparties, (5) receipt by the User of advertising information, (6) conduct by the Administrator of an audit and other internal studies to improve the quality of the services provided.

4.9. The User's personal data means any personal information that allows identifying the User, including (1) Last name, First name, Patronymic, (2) Passport data, (3) Date of birth, (4) Contact phone number, (5) Email address, (6) Postal address, (7) Bank account details, (8) Residential address.

4.10. The User's personal data is stored by the Administrator exclusively on electronic media and processed using automated systems, except when non-automated processing of personal data is necessary for connection with the fulfillment of legal requirements.

4.11. The User gave this Consent to the Administrator - Limited Liability Company "BLOYD" (TIN: 7838099791) - and is valid from the date of its signing (by putting any symbol under the inscription "I agree" or similar, placed on the page under the text of this Agreement, - until the day from his request in writing.

## **5. Rights and obligations of the parties:**

5.1. The functionality of the BLOYD platform is provided by the Administrator for use on an "as is" basis.

5.2. The Administrator does not own, sell, resell, organize, provide, operate and/or control any advertisements about the Services. The Administrator moderates and, at his discretion, blocks announcements about Services that do not comply with the terms of the Agreement or the requirements of the current legislation of the Russian Federation.

5.3. The Client has the right to use the BLOYD platform free of charge: search, receive information about Experts, Services, and communicate with Experts and the Administrator.

5.4. The Expert has the right to place ads about the Services on the BLOYD platform free of charge. When creating an ad, the Expert must provide complete and accurate information about their Services. The Administrator reserves the right to determine, at its sole discretion, whether the offered Services will be published on the BLOYD platform.

5.5. When creating an ad, the Expert is obliged to inform Clients about all risks associated with the Services, all requirements for Clients, such as minimum age, related skills, level of

training, or other requirements, as well as to provide additional necessary and sufficient information to participate in the Copyright travel and/or Master Class (including information about visas, dress code, equipment, special certification or licenses, etc.).

5.6. Experts are solely responsible for the Services they provide and the announcements they publish. The Administrator's responsibility is limited to providing access to Service announcements through the BLOYD platform.

5.7. The User is responsible for acquiring any supplies, including provisions, vehicles, venues, and other materials ("Tools") required to perform the Services. The User is solely responsible for ensuring that the Tools used are in working order and comply with all laws governing safety, equipment, inspection, and fitness use. Unless otherwise provided by law, you assume the entire risk of damage to or loss of the Tools.

5.8. The User is responsible for understanding and complying with all laws, regulations, and requirements that may apply to the Services. The User, by his efforts and means, provides for himself the opportunity to study these Terms, laws, rules, and regulations that may apply to announcements about the Services without relying on any statements of the Administrator on legal and other issues regarding any announcement.

## **6. BLOYD rights**

6.1. The exclusive rights to the BLOYD platform, including, but not limited to, computer programs, databases, interface, technical developments, logo, trademark, and other means of individualization used on the BLOYD platform and allowing to implement of the functionality of the BLOYD platform, belong to the Administrator.

6.2. Except for the cases established by the Terms, as well as the current legislation of the Russian Federation, the BLOYD platform and its components, including those listed in the paragraph above, cannot be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior written consent of the Administrator.

6.3. If the information (content) posted by the User is protected by copyright, the rights to such information are reserved by the User who posted such information. At the same time, the User grants other Users of the BLOYD platform a gratuitous non-exclusive right to use such content by viewing, reproducing (including copying), processing (including printing copies), and other rights solely for personal non-commercial use, except when such the use causes or may cause harm to the legally protected interests of the right holder.

6.4. The Expert grants the Administrator a non-exclusive right to use, free of charge, the content placed on the BLOYD platform and legally owned by it to ensure the functioning of the BLOYD platform by the Administrator to the extent determined by its functionality and architecture, as well as to display the content in the promotional materials (advertising materials) of the Administrator, including within the framework of the BLOYD platform interface images, having by bringing such promotional materials (advertising materials) to the public, including for advertising, promoting the BLOYD platform on various information resources. The specified non-exclusive right is granted for the entire duration of the exclusive right, including the right to reproduce content, as well as process content, including it in a complex object or composite work, subsequent display, communication to the public, cable communication, etc. and extends its action to the territory of countries around the world.

6.5. The Administrator has the right to transfer the rights specified in this article to third parties for the purposes specified in this article without the consent of the person who owns the exclusive rights. The expiration of the term for posting content on BLOYD and/or the

term of the non-exclusive right does not entail the need to withdraw from circulation the promotional materials (advertising materials) of the Administrator with the display of content (including their removal from the Internet).

6.6. None of the provisions of the Agreement grant the User the right to use the logo, trade name, trademarks, domain names, other details, and distinguishing marks of the Administrator.

## **7. Conclusion of transactions between Users**

7.1. To place an ad and conclude a deal on the BLOYD Expert platform: they register an account as an Expert on the BLOYD platform (These actions are an Analogue of the User's handwritten signature ("HSA")); fill in payment details to receive payment; log in to the Personal Account, create an advertisement for their Service, indicating all the important conditions, including, but not limited to: terms, number of places for participation, country (route), place, age requirements of the Client, program, requirements for participants, comments and other conditions; if necessary, attaches files to the Announcement (photos, videos and more); respond to customer messages.

7.2. To conclude a transaction, the Client: registers as a Client on the BLOYD platform (These actions are the Client's ASP); authorizes in the Personal Account under his Account after registration or after feedback from the Administrator; selects available ads of Experts on the BLOYD platform and reserves a place by clicking on the "Buy in 1 click" button; if necessary, after booking the Service, the Client can contact the Expert to clarify the details via WhatsApp / Telegram chat or with the Administrator via the feedback form (leaving a phone number for communication); by clicking on the "Buy in 1 click" button, the Client accepts (accepts) the Expert's offer and gets to the payment page, by clicking on the "Buy in 1 click" button, the Client agrees to the Administrator's Terms and is directed to the page for making a payment.

7.3. Once an Expert confirms an offer, it receives the transaction's status and goes into "Paid" status. Actions related to the conclusion, modification, termination, or execution of a transaction, which a person commits to authorized under the corresponding User account to access the protected pages of the BLOYD website, are considered to be executed directly by the User. The Expert has the right to refuse the Client's confirmation of the booking request within 24 hours of its sending.

7.4. The Expert has the right to place their terms of cancellation of the Service on the BLOYD platform, containing the procedure for canceling the Service paid by the Client.

## **8. Payment for services**

8.1. When setting out the rules for settlements between the parties to these Terms, the following concepts shall apply:

- "Withdrawal request" is a procedure for paying money to the Expert, carried out by the Administrator from the funds received from the Clients in payment for the Service.
- "Payment method" is a means of payment that the User indicated in his Account, for example, a debit bank card.
- "Payment" is a payment from the Client to the Expert for the Service.
- "Deal" is a civil law transaction concluded between Users (Client and Expert) using the BLOYD platform.
- "Operator" — a money transfer operator, a payment agent acting based on an agreement concluded with the Administrator to ensure the execution of settlements with Users on completed transactions.

- «Payments» — a section that reflects the history of transactions for the BLOYD Client.
- «My finances» — section reflecting the transaction history for the BLOYD Expert.

8.2. The Administrator is an agent of the Expert only in terms of settlements between Users. The Administrator has the right to charge fees from Users (hereinafter referred to as the "Service Fee") for the provision of services under these Terms, which consist in ensuring the operation of the Platform, granting the right to use the BLOYD platform, as well as for providing information and technological interaction between Users and the operator.

8.3. All applicable Service Fees are inclusive of taxes and are communicated to the User in the personal account prior to the publication of the announcement or booking of the Service.

8.4. The Administrator reserves the right to change the Service Fee at any time by notifying the Users in advance before the changes take effect. Fee changes apply to actions (publishing, bookings) completed before the change takes effect.

8.5. The Administrator renders services at the time of confirmation of the Client's booking by the Expert. The Administrator deducts the Service Fee from the Expert when the Client pays for the Expert's Services.

8.6. Platform Users are responsible for transferring the Service Fee. The Operator charges the service fee.

8.7. After confirming the booking, the Client pays the cost of the Service through BLOYD. Settlements between the Client and the Expert are carried out through BLOYD. The Expert is recognized as the beneficiary of the funds contributed by the Client to pay for the Service. Other payment methods are not allowed.

8.8. Each Expert who has published a Service announcement, by this action, in accordance with these Terms, appoints the Operator as its collection agent solely for the purpose of collecting funds from Clients purchasing its services.

8.9. The Expert agrees that the Payment made by the Client through the Operator is equal to the Payment made directly to the Expert and undertakes to provide the paid services to the Client in the agreed manner. The Expert is advised that the Operator may return funds to the Client in accordance with the Operator's Conditions or legal requirements. The Expert understands that the Operator's obligation to transfer the Payment is conditional on the successful receipt of the relevant funds from the Client. The Operator guarantees the transfer of the Payment only in the amount in which it was successfully received by the Operator by the Client, taking into account the withholding of the commission Administrator.

8.10. Each Client agrees that the Administrator and Operator is not a party to the transaction between the Client and the Expert but acts as a limited collection agent on behalf of the Expert. After the transfer of funds to the Operator, the Client's obligation to pay for the services of the Expert for the agreed amount is considered fulfilled.

8.11. The Operator makes a payment from the Client's funds under the Payment Method specified by him on account of the Service Payment in favor of the Expert in accordance with the Payment Method he selected.

8.12. Additional commissions/fees from the Client for paying for services are taken into account by the Expert when specifying the cost of the Service.

8.13. The User, with this, confirms that he is aware that the Operator, other credit organizations, and other persons providing payment services may set their fees for accepting payments within the Service. Under no circumstances shall the Administrator compensate Users for such commissions. Commissions of banks, paying agents, and subagents are paid by payers independently and at their own expense on the terms of



agreements with them. Conditions for the transfer of funds to pay for services Experts set in the relevant public offer of the Operator.

8.14. Having an Account on the BLOYD platform is a prerequisite for making payments using the BLOYD platform.

8.15. The Administrator has the right to temporarily and, subject to the legitimate interests of the Users, limit interaction with the Operator to perform technical work that ensures the proper or improved functioning of the BLOYD services.

8.16. The Operator has the right to condition access to functions and services that allow making payments and their use by certain conditions, for example, requiring verification or compliance with specific criteria.

8.17. The time it takes for Payouts to be credited may depend on the chosen Payout Method and the Payout Method processing schedule set by the payment system. The Operator has the right to defer or cancel any Payouts to prevent illegal activity or fraud and ensure security for the duration of the risk assessment or investigation.

8.18. The Administrator and/or the Operator has the right to request any information to identify or verify the identity of the Paying User, as well as to prevent fraud. In this regard, the User agrees with the Administrator and the Operator to search for information about him in third-party databases and other sources and send requests to providers of any services. The goal is to comply with the norms of the current legislation on combating the legalization (laundering) of proceeds from crime. These measures may include a request to provide an identity document, indicate the date of birth, address, and other information; require you to verify your email address, Payment Method, or Payout Method; attempts to verify information about you in third-party databases. The Operator reserves the right to terminate, suspend or restrict access to the possibility of making payments if it is impossible to obtain or verify the User's data.

8.19. By these Terms, the User authorizes the Operator to store information about his Payment Method and to carry out debits by the specified Payment Method in accordance with these Payment Terms. If the bank information of the Payment Method (for example, account number, bank code, expiration date) changes as a result of reissuance or for other reasons, the Operator has the right to obtain this information from our financial services partners or the User's bank, as well as update the information about the Payment Method saved in the Account.

8.20. When adding a Payment Method and a Payout Method to your Account, the User informs the Operator of the legal form: Self-Employed or Sole Trader, country, and other information about himself, including the name, address of the payer and information about the means of payment. It is the User's responsibility to provide accurate, current, and complete information when adding the Payment Method and Payout Method and is responsible for maintaining the validity of the Payment Method and Payout Method. For some Payout Methods, the following information may be required to implement the Payout Method: a place of residence, account holder name, account type, bank code, account number, email address, payout currency, and payment processor account information. The User is solely responsible for the accuracy and completeness of the information about the Payment Method and the Payout Method. The Administrator is not liable for any losses incurred as a result of the User providing incorrect information about the Payment Method or the Payout Method.

8.21. The use of Payment Methods and Payout Methods may require the use of third-party payment processors. Such payment processors may charge the User additional fees for processing payments and Payouts as part of the provision of payment services, including

deducting fees from the amount of the Payout. The Administrator is not responsible for such fees and disclaims any liability in this regard. Use of Payment Methods and Payout Methods may be subject to additional policies of third-party payment processors. Before using the Payment Methods and Payout Methods, the User is advised to read these rules. Relations between the User and Recipients of funds, between the Payer and the Recipient, and between the Payer and the Credit institution are governed by agreements concluded between these persons, and are not regulated by this Agreement.

8.22. The Administrator has the right to place on the Platform links to third-party sites and resources ("Third-Party Services") to enable Users to make mutual settlements. Third-Party Services are governed by their terms and conditions, including privacy terms, and Users should review them separately. The Administrator is not responsible for the availability or accuracy of the Third-Party Services or the content, products, or services of the Third-Party Services. The presence of links to Third-Party Services does not imply any guarantees regarding Third-Party Services on the part of the Administrator.

8.23. All payments are made in the currency of the Russian Federation.

## **9. Cancellation of Deals**

9.1. The conditions and procedure for terminating transactions concluded by Experts with Clients are contained in the terms of the provision of the Service in the announcement and/or in a separate agreement posted by the Expert on the BLOYD platform. By creating a booking, the Client agrees to these terms and conditions.

9.2. In case of cancellation by the Client of the booking (refusal to execute the contract with the Expert before its start, but after making the Prepayment and/or Postpayment), the prepayment amount is returned to the Client under the cancellation rules indicated on the Service announcement page.

9.3. To ensure the observance of the rights and interests of the Client, by placing an announcement about the Service, as well as specifying its conditions for canceling the Service, the Expert confirms (unless stated otherwise) the following conditions:

- Cancellation of the Service by the Client more than 60 (sixty) days before the start of the Service category "author's trips" in accordance with the announcement - the total cost of the Payment is returned.
- Cancellation of the Service by the Client more than 30 (thirty) days before the start of the Category Service "sports and health" in accordance with the announcement - the total cost of the Prepayment is returned.
- Cancellation of the Service by the Client within a period of 60 (sixty) or less before the start of the Service category "author's trips" in accordance with the terms of the Expert.
- Cancellation of the Service by the Client within a period of 30 (thirty) or less before the start of the Category Service "sports and health" in accordance with the terms of the Expert.

9.4. Unless otherwise specified, in all cases, upon the termination of the transaction (cancellation of the Service) at the initiative of the Client, the amount to be returned is reduced by the amount of expenses incurred by the Expert in connection with the execution of the contract, which includes the Service Fee.

9.5. In case of cancellation by the Expert of the Service (refusal to execute the contract with the Client in respect of the Service before its commencement, but after the Client has made the Payment), the amount received is returned by the Expert to the Client in full. The Service Fee is non-refundable or refundable to the Expert by the Administrator.

9.6. The refund is made within 10 (ten) business days, except for natural or man-made incidents, other force majeure circumstances, the introduction of an emergency regime on the territory of the Expert's location or high preparedness regimes for emergencies or other restrictions by regulatory legal acts of state authorities, in which case the return period can be up to 60 (sixty) business days.

9.7. After the Operator transfers funds to the Client on behalf of the Expert, the Expert's obligation to return the agreed amount to the Client is considered fulfilled, and the transaction is considered closed.

9.8. By agreement between the Expert and the Client, instead of demanding a refund for the canceled Service (regardless of the reason), the Client has the right to issue a certificate and the amount paid in the form proposed by the Administrator ("Certificate"), which will be sent to the Client in the form of an electronic document. This Certificate can be used by the Client when paying for any Service advertised on the BLOYD platform in the amount specified in it. Certificate validity period: 1 (one) calendar year. If at the time of receipt of the application for cancellation of the reservation and provided that the Client issued a Certificate instead of a refund, and the Expert incurred actual expenses incurred that will not be refunded, including the Service Fee, the amount is refunded and shall be indicated in the Certificate in full minus the amount of such expenses. Interest on the amount specified in the Certificate is not accrued.

## **10. Dispute resolution procedure**

10.1. To use the BLOYD platform, the Expert is obliged to inform the Administrator of his bank details for the Administrator to credit funds to pay for the Services, to make a refund, or partial refund in cases provided for in these Terms.

10.2. Client enters their payment card details each time they make a payment for the Service. The Service redirects the Client to the payment window for entering payment card details when the Client clicks on the "Pay" button. Subject to obtaining authorization from the issuer of the Client's payment card, in the manner prescribed by the agreements between the Operator and the Client, funds are debited from the Client's payment card and subsequent settlements are made with the Expert. After payment, the Expert is automatically notified of payment for the Service.

10.3. The Expert is obliged to fulfill its obligations under the Transaction within the time and in the manner specified in the announcement and/or separate conditions of the Expert, notify the Client about this via BLOYD by confirming it in the "My Orders" section» pressing the "Yes" button». The term of performance shall not exceed the term for the completion of the Transaction, set for the Transaction when the announcement of the Service is published. The client is obliged to within the term for the completion of the Transaction: (1) either confirm the execution by pressing the button "I got a favor", then the Operator receives an automatic notification about the need to transfer money to the Expert for the Services. Pressing the specified button by the Client is the basis for the Operator to execute the Client's order to transfer to the Expert of funds for services in the manner prescribed by the agreement with the Operator. (2) either open a dispute with the Seller by clicking the button "I didn't get the favor."

10.4. If the Client has not confirmed the execution of the transaction, then he has the right to apply to the Administrator to resolve the dispute. If within 24 hours the Client has not applied to the Administrator for resolving the dispute, the Operator automatically transfers the funds for the Service to the Expert.

10.5. The Expert is responsible for compliance with the deadline and method of execution of the Order placed by the Client, set in the announcement. If the Expert violates the terms or conditions of execution: (1) the Order is subject to cancellation; (2) funds are subject to return to the Client in accordance with the rules for cancellation at the initiative of the Expert; (3) The Administrator has the right to suspend and (or) terminate the Expert's access to the Platform in whole or in part, including by deleting the Expert's Personal Account, deleting the Expert's announcements.

10.6. If the execution of the Order by the Expert does not correspond to the description specified by the Expert in the announcement of the Service, the Client has the right to open a dispute by contacting the BLOYD Administrator.

10.7. When the Client contacts the Service with a claim, the Administrator individually resolves the disputed situation.

10.8. By accepting the Terms, Users agree that the decision of the Administrator on the dispute that has arisen is an agreed expression of will of both the Client and the Expert, is executed by them unconditionally, as taken in compliance with the rights and legitimate interests of each party. Each of the parties has the right to provide the Administrator with the evidence it has of the proper fulfillment of its obligations, as well as other necessary information and materials requested by the Administrator.

10.9. The Administrator has the right to refuse to participate in the resolution of the dispute if it is not possible to consider the dispute on the merits based on the evidence provided by the parties. If an expert assessment is required to confirm the improper execution of a transaction, either party has the right to apply to an independent specialized organization for an examination.

10.10. All issues not regulated by the Terms relating to the conclusion and execution of the transaction by the parties are subject to resolution in accordance with the current legislation of the Russian Federation.

## **11. Final provisions**

11.1. These Terms of Use by Users of the BLOYD platform do not imply the creation of any joint venture or partnership between the User and the Administrator, as well as the establishment of an employment relationship.

11.2. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be deemed deleted and will not affect the validity and enforceability of the remaining provisions of the Terms.

11.3. Failure to enforce any right or provision of these Terms by the Administrator shall not imply a waiver of future enforcement of that right or provision. Except as expressly set forth in these Terms, any party's exercise of any of the remedies available to it under these Terms will not limit the exercise of any other remedies available to it under these Terms or permitted by the laws of the Russian Federation.

11.4. The Expert is not entitled to assign or transfer his rights and obligations under these Terms without the prior written consent of the Administrator.

11.5. The Administrator may, without limitation and at its discretion, assign, transfer or delegate these Terms, as well as its rights and obligations under these Terms, by sending the User a relevant notice 10 (ten) calendar days in advance.

11.6. The User has the right to terminate these Terms unilaterally at any time by sending a written notice to the Administrator.

11.7. Unless otherwise specified, all notices or other communications that Users are permitted or required to send under these Terms and Conditions shall be made in electronic form and sent by the Administrator by e-mail, or by posting on the BLOYD platform.

11.8. The User's refusal to use BLOYD and/or the removal of content does not terminate the Administrator's non-exclusive rights to the User's content that was used by the Administrator before the decision was made to unilaterally refuse the User from fulfilling the Terms.

11.9. The User has the right to use BLOYD throughout the Russian Federation and other territories worldwide if this does not conflict with the laws of the country where the User is located/staying.

11.10. The conditions come into force for the User from the moment of his accession to the terms of the Agreement and are valid for an indefinite period.

11.11. The Terms shall terminate if: (1) the User decides to terminate the use of BLOYD by sending a notification to the Administrator through the BLOYD platform interface; (2) The Administrator will decide to terminate the Terms unilaterally out of court, with immediate termination of access to and ability to use BLOYD and without reimbursement of any costs or losses, unless otherwise provided by applicable law. In particular, the Administrator has the right to make such a decision in the event of: the closure of BLOYD; or any, including a single, violation by the User of the Terms.

11.12. With regard to the functioning and development of BLOYD, the Administrator is guided by the legislation of the Russian Federation; these Terms and other particular documents that are developed or may be developed and adopted by the Administrator to regulate the provision of access to the BLOYD platform to Users.

11.13. In the event of any disputes or disagreements related to the execution of these Terms, the User and the Administrator will make every effort to resolve them through negotiations. If the dispute is not resolved through negotiations, the dispute shall be resolved in the manner prescribed by the current legislation of the Russian Federation, at the location of the Administrator, unless otherwise expressly provided by applicable law.

11.14. Appeals, suggestions and claims of individuals and legal entities to the Administrator in connection with the execution of these Terms and the functioning of BLOYD, violations of the rights and interests of third parties when using the BLOYD platform, as well as for requests from bodies authorized by the legislation of the Russian Federation, can be sent to the details of the Administrator indicated on BLOYD website.

11.15. Modification of these Terms. The Administrator reserves the right to amend these Terms at any time under this provision. If these Terms are changed, the updated Terms will be posted on the BLOYD website with the date of the last update at the top of the first page of the Terms. The Administrator also informs the Users about the changes made by e-mail at least 10 (ten) calendar days before the changes take effect. In case of disagreement with the updated Terms, the User may waive the Terms immediately after termination. The Administrator will inform you about the right to withdraw from the Terms in the notification sent by e-mail. By not terminating the Terms before the effective date of the changes and continuing to use the BLOYD platform, the User thereby confirms the acceptance of the updated Terms.

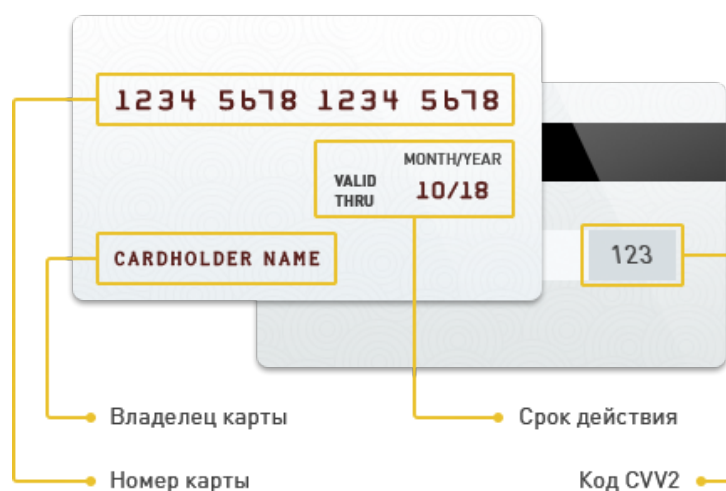
## Payment rules

Payment cards accepted: VISA Inc, MasterCard WorldWide, MIR.

To pay for goods with a bank card, when placing an order in the online store, select the payment method: by bank card.

When paying for an order with a bank card, the payment is processed on the bank's authorization page, where you need to enter your bank card details:

1. card type
2. Card number,
3. card expiration date (indicated on the front of the card)
4. Name of the cardholder (in Latin letters, exactly as indicated on the card)
5. CVC2/CVV2 code



If your card is connected to the 3D-Secure service, you will be automatically redirected to the page of the bank that issued the card to go through the authentication procedure. For information about the rules and methods of additional identification, check with the Bank that issued your bank card.

The international PCI DSS security certificate guarantees the security of processing Internet payments through the Bank's payment gateway. Information is transmitted using TLS encryption technology. This information is not available to third parties.

Tips and recommendations on the necessary security measures for making payments using a bank card:

1. Take care of your credit cards like you take care of cash. Don't forget them in the car, restaurant, shop, etc.
2. Never give your entire credit card number over the phone to any person or company
3. Always have an emergency telephone number at hand for the Bank that issued your card, and if it is lost, contact the Bank immediately
4. Enter your card details only when making a purchase. Never list them for any other reason.

Payment cards accepted: VISA Inc, MasterCard WorldWide, MIR.

To pay for goods with a bank card, when placing an order in the online store, select the payment method: by bank card.

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5. CVC2/CVV2 code



### Organization details

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