

USER AGREEMENT

This agreement as the user agreement (hereinafter - the Agreement) concluded between the physical person acting in its interests or in interests of other persons (hereinafter - User) and Individual entrepreneur Macha Dina Vladimirovna (hereinafter — the Owner of the site) owns the exclusive rights to the web site: <https://linervip.ru/> (hereinafter "Website"), hereinafter collectively the "Parties," defines the rights and obligations of the User and the site Owner when using the Site.

The user agrees that by using the Site in any way and/or registering on the Site, making payments through the Site, he confirms that he is familiar with the terms of this Agreement, agrees and undertakes to comply with them. If the User does not unconditionally agree to all the terms of this agreement

The user agrees to immediately stop using the Site and all its services.

1. TERMS AND DEFINITIONS

The site owner is an Individual Entrepreneur Makhova Dina Vladimirovna (INN 771377185505, OGRNIP 318774600594809, address: 127247 Moscow, Dmitrovskoe sh., 96, K. 3, sq. 70).

Website — a set of information, texts, graphic elements, design, images, photos and videos, other results of intellectual activity, as well as computer software that provides publication for public viewing of information and data United by a common purpose, through technical means used for communication between computers and the Internet. The site is located on the Internet at: <https://linervip.ru/>, which provides information about services for the transportation of individuals by road and other services, the order of their execution, as well as payment methods for services.

Site content/Content - protected results of intellectual activity, including texts of literary works, their titles, prefaces, annotations, articles, illustrations, covers, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, General style and location of the content included in the Site and other intellectual property objects all together and/or separately contained on the Site.

User — an individual acting in their own interests or in the interests of other persons, who has accepted this Agreement, has access to the Site and uses it, regardless of the fact of registration on the Site.

Services – services for motor transport of individuals and other services.

Account – information about the data provided by The user, the Recording of which the site owner deems necessary for the purpose of using the Site by the User.

Registration – filling in the necessary data, including personal data, requested by the Site in order to identify the User and pay for services.

Personal account – a service that Allows the user to order services and pay for services.

2. GENERAL PROVISIONS

2.1. The user before using the Website and registering on the Website as well as the subsequent is obliged to familiarize themselves with the text:

2.1.1. Of This Agreement;

2.1.2. The contract of rendering of services in motor transportation, which the public offer (further - the offer);

2.1.3. Policies regarding the processing of personal data and their protection (hereinafter - The policy);

2.1.4. Other documents posted on the Website.

2.2. by Using the Site in any way and/or registering on the Site, the User Expresses his full and unconditional consent to all the terms of the documents specified in clauses 2.1.1., 2.1.2., 2.1.4. of the Agreement, and is deprived of the opportunity to refer to ignorance of any issues regulated by these documents.

2.3. the User is personally responsible for reviewing the documents specified in clause 2.1. and their changes.

2.4. this Agreement applies to all additional terms and conditions for the provision of Services provided on the site.

3. SUBJECT OF THE AGREEMENT

3.1. The subject of this Agreement is to provide the User with access to the Site's software for:

3.1.1. Informing the User about the services implemented through the Site, including by e-mail and sms mailing;

3.1.2. Enabling the User to purchase services;

3.1.3. Use of the Site's services.

3.2. The website provides the User with the following services (the services):

3.2.1. Access to electronic content on a free basis with the right to view the content;

3.2.2. Access search tools and navigation of the Site;

3.2.3. Access to information about its services;

3.2.4. Access to information about the ways and conditions order;

3.2.5. Ordering road transport services;

3.2.6. Obtaining information about the status of your order;

3.2.7. Receive updates about services, offers, promotions and discounts;

3.2.8. Create an account in the Personal Cabinet for the implementation, order tracking, order placement;

3.2.9. other types of services (services) implemented on the Site pages.

3.3. Under this Agreement subject to all existing (functioning) at the moment services (services) Site, as well as any subsequent modifications and additional services that appear in the future) Website's.

3.4. Access to the site is provided free of charge. Relations for the provision of services that are paid in nature are regulated by the Offer.

4. GENERAL TERMS OF USE OF THE SITE

4.1. the Site provides the user with the Opportunity to receive information about courier and other services, their order, payment, tracking of execution, and get feedback.

4.2. Ordering services is possible by filling in information on the site (without registration) and by creating an account (registration) in the Personal account and by other methods available on the Site.

4.3. The user acquires the rights and becomes obligated under the Offer when placing the order (acceptance).

4.4. The owner of the website uses automatic data collection system called "cookies". Cookies are a set of information transmitted by the server to The user's browser and device, such as the user's IP addresses and other information related to the user's data traffic or to the user's preferences when navigating the Site. Permission to use cookies is required to use the Site and its services,

including the ordering of services. The data is processed in aggregate and depersonalized form and does not contain information about personal data, but at the same time allows you to link the user with his personal information provided by the User on the Site.

This data is collected By the site during navigation via Cookies directly and automatically as part of its operational functions and is not used to identify the subject of personal data. Most browsers allow you to delete cookies after each session. Instructions for performing this deletion operation are provided in the "Settings" section of the user's browser or in the help information, and the User can refer to it if they want to delete Cookies.

If the Cookie removal procedure has been started in whole or in part, the site owner cannot guarantee that The site's web pages and/or the provision of certain services on the site will function properly.

4.7. The Website could contain links to third party websites. They are provided solely for The convenience of the user. If the User follows these links, they leave the site. The site owner does not view third-party sites, does not control and is not responsible for any of these sites or their content. The Site owner does not make any recommendations or statements regarding such sites, any information or materials that are presented there, or the results that may be obtained from their use. If the User goes to third-party sites that are linked to on the Site, the User does so Aware of their responsibility.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The website owner may:

5.1.1. Provide the user with access to the Site and maintain the Site and services in working order, change the terms of use of the Site, as well as change the content of this Site.

5.1.2 take measures to bring the User to the responsibility provided for in this Agreement and within the competence of the site owner.

5.1.3. if the User places information on the Site or performs other actions that do not comply with the terms of the Agreement without notice, at its sole discretion, delete all or part of the information posted by the User, including information for which it is difficult to determine its compliance with the Agreement and/or the applicable legislation of the Russian Federation;

5.1.4. for violation of the terms of this Agreement, the site owner has the right to block the User's access to the Site and/or delete the User's account without prior notice.

5.1.5. Use (process, etc.) personal data specified by the User when using the Site and during registration, as well as send to the phone number and email address provided by the User and place advertising and informational messages in the space restricted by the User's access at their own discretion, advertising materials of the site Owner's partners.

5.1.6. Assign or otherwise transfer its rights and obligations arising from its relationship with the User to third parties without the User's consent.

5.1.7. at any time, without notifying the User, make changes to the list of services implemented through the Site, tariffs, Site documents and other Site content. Changes take effect from the Moment they are published on the site.

5.1.8. without prior notice to the User, carry out preventive or other work to ensure the Site's functionality.

5.2. The user has the right:

5.2.1. get access to the use of the Site after complying with the requirements provided for in this Agreement and the documents specified in clause 2.1.2, 2.1.4 of this Agreement.

5.2.2. Use all the Services available on the site, as well as order any service offered on the Site based on the Offer.

5.2.3. Ask questions related to the services offered by the Site.

5.2.4. use the Site exclusively for the purposes and in accordance with the procedure provided for in the Agreement and not prohibited by the legislation of the Russian Federation.

5.3. the Site user undertakes to:

5.3.1. Provide at the request of the site owner accurate, reliable information that is directly related to the services provided by this Site.

5.3.2. ensure the safety of the username and password from access by third parties and their timely replacement in case of loss or other unauthorized actions of third parties, and is also responsible for any actions of third parties who used the specified username and password of the User. If the User does not prove otherwise, all actions performed on the Site using The user's username and password are considered to be performed by the User. Without prejudice to the remaining provisions of this Agreement, the site owner is not directly or indirectly liable of any kind for any losses incurred as a result of or in connection with the User's failure to comply with this obligation.

5.3.3. Observe the property and non-property rights of authors and other copyright holders when using the Site.

5.3.4. Do not take actions that may be considered as disrupting the Normal operation of the site.

5.3.5. Not to distribute any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities using the Site.

5.3.6. Avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

5.3.7. Do not use the Site to distribute advertising information, except with the consent of the site owner.

5.3.8. do Not use the site's services for the Purpose of:

5.3.8.1. Downloading content that is illegal, violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, sexual, religious, social grounds; contains false information and (or) insults against specific individuals, organizations, authorities; encourages illegal actions.

5.3.8.2. Presenting yourself as another person or representative of an organization and / or community without sufficient rights, including employees of this Site.

5.3.8.3. misleading about the services provided by The site and the operation of the Site and its services;

5.3.8.4. incorrect comparison of the services provided by the Service, as well as the formation of a negative attitude towards persons who (do not) use the services of the Site, and the condemnation of such persons.

5.3.9. immediately notify the site owner of unauthorized use of their account or password or any other security breach.

5.3.10. At the request of the site owner to change their passwords, otherwise the site Owner has the right to change The user's passwords forcibly.

5.3.11. Do not attempt to gain access to the account and/or username and password of another User in any way, including, but not limited to, by deception, abuse of trust, selection of username and password.

6. ACCEPTABLE USE OF THE SITE AND USER GUARANTEES

6.1. To use the Site you must be connected to the Internet. The site owner is not responsible for possible adverse consequences for the User caused by the inability to connect to the Internet.

6.2. The Content of the site may not be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the site owner.

6.3. The Website content is protected by copyright, trademark law and other norms of Russian legislation relating to the protection of intellectual property, and protection from unfair competition.

6.4. this Agreement does not grant the User any rights to any results of intellectual activity of the site owner or third parties, if the transfer of exclusive rights is not explicitly specified, and all exclusive rights and profits from use remain with the site Owner and/or the corresponding third party.

6.5. Information posted on the site should not be interpreted as a modification of this agreement.

6.6. the User guarantees:

6.6.1. Not to post or transmit any restricted access information (confidential information) through the Site, if the User is not authorized to perform these actions;

6.6.2. do Not post personal data through the Site, including home addresses, phone numbers, email addresses, passport data and other personal information (personal data) of other Users or other persons without their prior consent;

6.6.3. Do not use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the Site content;

6.6.4. Do not disturb the proper functioning of the Website;

6.6.5. not to circumvent in any way the navigation structure of The site to obtain or attempt to obtain any information, documents or materials by any means that Are not specifically provided by the services of this Site;

6.6.6. Not to perform unauthorized access to The site functions, any other systems or networks related to this Site, as well as to any services offered on the Site;

6.6.7. Not violate the security or authentication system on the site or in any network related to the Site;

6.6.8. Do not perform a reverse search, do not track or attempt to track any information about any other user of the Site;

6.6.9. Do not create multiple accounts on the Site, if in fact they belong to the same person;

6.6.10. do Not transfer your account and/or your username and password to third parties for use;

6.6.11. Do not use programs for automated information collection and/or interaction with the Site and its services;

6.6.12. do not post any files that Contain or may contain viruses and other malicious programs;

6.6.13. do Not accumulate or collect email addresses or other contact information and personal data of Site users by automated or other means for any purpose, including the purpose of sending unsolicited mail (spam) or other unsolicited information;

6.6.14. not to use The site and its Content for any purposes prohibited by the legislation of the Russian Federation, as well as to incite any illegal activity or other activity that Violates the rights of the Site owner or other persons.

6.6.15. Not to take any actions aimed at causing damage to the owner of the rights to the Site, the copyright holders and other persons.

6.6.16. Do not register using data that the User does not have the right to use.

6.6.17. Do not use the Site for profit, for advertising, and implementation of fraudulent schemes and other unlawful acts.

6.6.18. That all data, including personal data, provided by them to

The owner of the site, as well as those posted on the Site, received them legally and in compliance with the requirements of the legislation of the Russian Federation on personal data;

6.7. the site owner relies on the integrity of the User and the guarantees given to them. If the user violates the guarantees provided in clause 6.6. of the Agreement, the User undertakes to compensate the site owner for any losses incurred.

7. LIABILITY

7.1. by joining this Agreement, the User understands, accepts and agrees that he / she:

7.1.1. Is fully responsible for the safety of his account (username and password), as well as for all actions performed under his account;

7.1.2. Use the Website at your own risk;

7.1.3. undertakes to settle independently and at its own expense all claims of third parties related to The user's actions or omissions when using the Site;

7.2. any losses that the User may incur in the event of intentional or negligent violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, or due to the actions of other Users or third parties, the site owner will not be compensated.

7.3. The website owner is not responsible for:

7.3.1. any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failures of email services or scripts due to technical reasons;

7.3.2. The actions of payment systems and the delays associated with their work;

7.3.3. the Content of sites that do not Belong to the site owner, links to which may be present on the Site, and does not guarantee their availability, correctness of work and compliance with the declared subject matter;

7.3.4. improper functioning of the Site, if the User does not have the necessary technical means to use it, and also does not bear any obligations to provide users with such means;

7.3.5. Inability to place an Order by The user on the Site for any reason;

7.3.6. any damage to the user's or Other person's computer, mobile devices, any other hardware or software caused by or related to downloading materials from the Site or through links posted on the Site;

7.3.7. the presence of viruses on the Site, as well as for possible consequences of infection of the user's mobile device or computer with viruses or other malicious programs on the user's mobile device or computer. The Site owner provides the site and the Site software to the User "as is" without any additional guarantees;

7.3.8. any losses, including lost profits, moral and other harm caused to the User or third parties as a result of their use of the Site, Site content or other materials that were accessed through the Site or in connection with the operation of the Site, as well as in all other cases provided for in this Agreement;

7.3.9. Losses of any kind incurred by the User as a result of or in connection with the User's failure to comply with the requirements of the Agreement for the safety of access details — login and password, as well as for the compliance of personal data with reality and the legality of their transfer from the User To the site owner;

7.4. in case of violation of the terms of Use of the site, the User undertakes to compensate the Site owner for the damage caused by such actions;

7.5. recognizing the international nature of the Internet, the User assumes responsibility for compliance with all relevant rules and laws relating to the User's actions on the Internet;

7.6. under any circumstances, the responsibility of the Site owner in accordance with article 15 of The civil code of Russia is limited to 1,000 (one thousand) rubles of the Russian Federation and is imposed on him if there is guilt in his actions and only on the basis of A court decision.

8. VIOLATION OF THE TERMS OF THE USER AGREEMENT

8.1. the site owner has the right to disclose information about the User if the current legislation of the Russian Federation requires or permits such disclosure.

8.2. The website owner may without notice terminate and (or) to block access to the Website if a User has breached this Agreement or contained in other documents of the terms of use, in the circumstances, testifying that she used for fraudulent, criminal and terrorist purposes, violate the rights and legitimate interests of third parties in any other way contributes or can contribute to the violation legislation of the Russian Federation, as well as in the event of termination of the Site or due to a technical problem or problem.

8.3. the site owner is not liable to the User or third parties for termination of access to the Site in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Site.

9. USER'S CONSENT TO RECEIVE ADVERTISING MESSAGES AND PROCESS PERSONAL DATA

9.1. By accepting this Agreement, User consents to use of his personal data (Name, email Address, Address (city, street, house number, apartment number), telephone Number, Information about the browser used; Location;IP address; the Requested web page; Source entry <https://linervip.ru/>) for the purposes of the execution of this Agreement and for the purposes of receiving promotional, marketing material by e-mail, sms-mailing, with the right to transfer User data to third parties.

9.2. the User's provision of their personal data to the site owner is considered by them as a specific, informed and conscious consent given by the personal data subject to the processing of the User's personal data by the site owner, its contractors and other third parties who process personal data on behalf of the site owner. The specified consent is given by the User freely, of their own free will and in their own interest.

9.3. if the User's information on the Site is indicated by another person than the User himself, the relevant person must have sufficient legal grounds and/or instructions from the User to transmit such information to the Site owner, as well as the User's consent to the processing of his personal data. The specified person is solely responsible to the user for the Illegal use of information about the User.

9.4. the site owner, when storing and processing personal data, is guided by the requirements of Russian legislation, The policy and guarantees the necessary measures to protect personal data from unauthorized access.

9.5. Personal data may be provided by the User by filling in the relevant data in the forms posted on the Site.

9.6. The responsibility for the legality and accuracy of the User's personal data is solely borne by the person who provided them. The site owner does not assume any obligation to verify the personal data specified by the user.

9.7. the User has the right to terminate this Agreement unilaterally at any time and withdraw their consent to the processing of personal data by submitting an application in accordance with the procedure provided for in the policy.

10. DISPUTE RESOLUTION

10.1. In case of any disagreements or disputes between the parties to this Agreement, it is mandatory to submit a claim before applying to the court. For disputes related to this

Agreement, claims are sent to the address of the site owner. The claim review period is 30 business days.

10.2. If you cannot resolve the dispute voluntarily, either party may apply to the court for protection of their rights available to them under applicable legislation of the Russian Federation.

11. ADDITIONAL TERMS AND CONDITIONS

11.1. the site owner does not accept counter offers from The User regarding changes to this User agreement.

11.2. The user voluntarily provides information that is automatically transferred to the Owner of the Site in use, Site is installed on the User's device software, including your IP address, cookie information, information about the User's browser, geolocation data of the device User, information about User actions on the Website, as well as other data about the User.

11.3. On issues related to the operation of The site, use of the Site's services, tracking orders, etc. The user can get all the necessary information on the Site pages in the relevant sections, as well as by using the service "Feedback", "Order a call", "call Online".

11.4. Information is considered to be sent on behalf Of the site owner to the User if it is sent to the email address specified by them when providing their personal data.

11.5. the site owner reserves the right to make changes to the current Agreement, and therefore the User undertakes to regularly monitor any changes in the Agreement posted on the Site. The new version of the Agreement comes into force from the moment it is posted on this page, unless otherwise provided by the new version of the Agreement.

11.6. if parts of the provisions of this Agreement are declared invalid, the remaining parts of the Agreement will remain in force. The waiver by either party of any provision or condition of this Agreement, or any violation thereof, does not invalidate the provisions of the Agreement.