

TERMS OF USE OF THE APPLICATION

"We" means ARMONIA Systems LLC registered in Armenia, which develops the I'm PRIME application and makes it available to the Partners and Users.

"App" means the I'm PRIME mobile application through which Users are given the opportunity to place requests to be provided with lifestyle and travel services, and ARMONIA Systems LLC and the Partners are given the opportunity to render the requested services.

"ARMONIA Systems LLC" is a company registered in Armenia that besides providing the App also processes your requests and directs them to the corresponding Partners.

"Partners" means the affiliates of ARMONIA Systems LLC in Armenia that provide lifestyle and travel services, which are registered on the App and provide offers to Users who have placed an order, with the aim of concluding a contract for the provision of services.

"Service Providers" means third-party companies that will provide actual services to You after You request ARMONIA Systems LLC or the Partners to book the service for You or for another person on your behalf.

"You" or "User" means a person having individual membership and logged in the App and placing a request on the App with the aim of concluding a contract for receiving services.

"Parties" means User and Partners jointly, each separately also referred to as **"Party"**.

1. Prior to making a request, You need to log in the App by using Your main mobile number which You provided based on the contract You have concluded for an individual membership. When You log in the App, your personal data that You provided based on the mentioned contract will be transferred into the App. Through the App You will have the option to provide additional personal data. By using the App, You give your consent to the processing of your personal data and You acknowledge and agree to the terms set forth in the Privacy Policy. As a User, You are required to provide complete and accurate personal data and keep it up to date as We are not liable if a booked service cannot be carried out or other damages occur because of outdated or incomplete information. We do not check the accuracy of the information provided by You.
2. To log in the App for the first time, after entering your main mobile number, You will receive a code via SMS, which You will further use to create a password for your account. You will use your main mobile number and the password You created to log in the App. Later You will be asked to optionally log in the App via Face ID and/or Touch ID. You are solely responsible for maintaining the confidentiality of your password and not sharing it with other persons. We are not responsible for any consequences that may arise in connection with the use of Your account by other persons. You are fully responsible for all activities that occur with the use of Your password to log in the App.
3. By logging in and using the App, You give your consent to receive all required notices and information through the App.
4. Through the App You can request ARMONIA Systems LLC to provide services to You or another person on your behalf. ARMONIA Systems LLC, if necessary and depending on the request, may transfer your requests to the Partners. For such requests, ARMONIA Systems LLC may connect You with the Partners, which will further process Your requests. In this case, the necessary personal data of yours will be transferred to the Partners in order to allow them to process your requests. The Partners in their turn will transfer the necessary personal data to Service Providers to book the service requested by You on your behalf and at your expense.
5. You are only entitled to access and use the App and make requests that are in compliance with the applicable law as well as for lawful purposes only.
6. None of our services We provide may be construed as an offer. Our service is limited to providing the opportunity of using the App. We carry out operation of the App in accordance with the requirements established by the legislation of the Republic of Armenia.
7. We exclude our liability and that of our agents and independent contractors, and our and their employees, officers, agents for actions/inactions, errors, omissions as well as for damages relating to your access to the App, whatever the legal basis of such liability would be, to the extent permitted by the applicable law.
8. We are not responsible for the inaccuracy of the information provided by the Partners and/or Service Providers, as well as for checking their financial condition, goodwill, business reputation and any other information about them. We are not responsible for the performance of the obligations or the quality thereof arising from the contract concluded between You and the Partners or between You and Service Providers. We are not responsible for the actions/inactions, errors, omissions of the Partners or Service Providers or for damages caused to You.
9. The payment to the Partners includes the commission fee as your agent, referral fee for ARMONIA Systems LLC, the cost of the booked services and the direct expenses incurred in relation to booking the service. You can make the payment via bank card or bank transfer. We do not store Your bank card details, but these are provided to licensed electronic payment service providers, who receive the data included directly and store it in order to facilitate the payment process for You. This information is under no circumstances stored on our servers. You may delete the details of the bank cards linked to Your account at any time. This will trigger the service provider to delete the information, which will have to be re-entered or selected in order to place further requests through the App. You may request such electronic payment service providers' privacy policies at any time.
10. We may suspend the access of any Partner and/or Customer to the App on the basis of complaints presented against them by other Partners and/or Customers, as well as in case of any violation by them of these terms of use.
11. Your access and use of the App may be interrupted from time to time for several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the App or other actions that We, in our sole discretion, may elect to take. In no event will We be liable to any Party for any loss, cost, or damage that results from any scheduled or unscheduled downtime. Moreover, the use of the App largely depends on the operation of the internet network. Accordingly, We cannot guarantee the availability of services due to the possible unavailability of Internet connection or other failures of that network. We undertake best possible efforts to ensure continuous and uninterrupted performance of the services. However, We are not responsible for any interruption of the operation of the App, if it is due to the actions of third parties or to the work of the Internet. We are also not responsible for any interruption of the operation of the App or any other problem associated with the App, if it is the consequence of the effect of a computer virus or other malicious software.
12. The App is provided on "as is" and "as available" basis without express or implied representations or warranties of any kind, including but not limited to representations or warranties related to the operation, accessibility, availability, completeness, accuracy or suitability of the App for any purpose. You are fully and exclusively liable for any and all risk resultant from the use of the App.
13. You must not use the App in any way, if it causes or may cause damage to the reliability or availability of the App. You must not use the App to copy, store, post, transmit, send, use, publish or distribute any material which consists of (or is linked to) any computer virus or other malicious computer software. You must not conduct any systematic or automated data collection activities on or acts in relation to them without Our express written consent.
14. The content (information, images, video, etc.) of the App is provided by Us. Copyright and other intellectual property rights in and to the App belong to Us or to entities who cooperate with Us. All rights are reserved and the content of the App cannot be in any way modified, distributed, displayed in any manner or by any means, including but not limited to electronic, mechanical means, photographing, downloading or recording without Our prior written permission.
15. Trademarks placed on the App constitute Our intellectual property, legal protection of which is provided by the RA legislation and relevant international treaties.
16. By using the App, You confirm that You have read and understood these terms of use as well as the terms and conditions and You agree to abide by them.
17. In case of any disputes arisen between You and Us, such disputes shall be subject to settlement through direct negotiations between You and Us within a 30-day period. In case of failure to reach an agreement within the provided period the disputes shall be subject to the exclusive jurisdiction of the Armenian courts under the legislation of the Republic of Armenia. Upon the agreement between You and Us, the dispute may be submitted to mediation or arbitration.