

KOTKOVSKI, LLC

Terms and Conditions (Terms of Service)

1. General

1.1 Welcome to KOTKOVSKI, LLC “**KOTKOVSKI**”, a company whose head office is at: 3-A, Mashtakova st., # 9, Podolsk, 142110, Russian Federation. KOTKOVSKI, LLC is registered in Russia under company number (OGRN or ОГРН) 1145074001192 and with Taxpayer ID number (INN or ИНН) 5036137061;

1.2 “we, us, our” refer to **KOTKOVSKI** and “you, your” refer to any male person, who is over 18 years of age, who is a citizen and a resident of Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Sweden, Switzerland, UK, USA, who is reading this;

1.3 **Party** means you or **KOTKOVSKI** and **Third Party** means anyone else;

1.4 **KOTKOVSKI** provides our services to you subject to these terms and conditions. By purchasing a membership and using **KOTKOVSKI’s services** you are entering into a legally binding contract based on these terms and conditions;

1.5 The most recent version of **KOTKOVSKI’s** terms and conditions will always appear here <https://kotkovski.com/tos.pdf>
Your continued use of **KOTKOVSKI’s** services will constitute acceptance of such changes;

1.6 No variation or alteration to these Terms and Conditions shall be valid unless approved in writing by a Director of **KOTKOVSKI**;

1.7 **KOTKOVSKI** cannot guarantee members’ dating success or that members will achieve a life-long relationship or marriage through using our services;

1.8 Misrepresenting the facts in your enquiry that you sent to us via our site might lead to cancellation of your membership without a refund being given to you. In other words, not telling the truth in the answers you provided to us in your questionnaire (online enquiry) might lead to your membership cancellation with no refund;

1.9 Engaging **KOTKOVSKI**, the client and the agency enter into a legally binding contract.

2. Eligibility

2.1 **Our service is not for everyone. We reserve the right to refuse service to anyone.**
Your use of **KOTKOVSKI’s** services is conditional on the following:
You confirm and warrant that:

(i) you are at least 18 years old;

(ii) your current marital status could be one of the following:
Single, divorced, legally separated (proof of your separation must be presented to us), widowed;

(iii) your personal information that you provided to us is true, accurate and complete;

(iv) you're a male national and a resident of the following countries:

Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Sweden, Switzerland, UK, USA;

(v) you are a heterosexual person (straight sexual orientation). Again, we highly respect and value people who belong to other sexual orientations, but unfortunately we can't help them find suitable partners.

3. Your Rights and Responsibilities

3.1 You accept that the more limitations you impose on the type of person you would like to meet, the fewer introductions may result. You also accept that **KOTKOVSKI** cannot control whether another member wishes to reply to any communication from you, nor the nature of any feedback they supply following a date with you;

3.2 You accept that **KOTKOVSKI** does not guarantee any minimum number of introductions;

3.3 You promise and undertake not to do any of the following, and understand that should you break this undertaking, we may take action including but not limited to termination of your membership at our discretion and without offering any refund:

(i) harass any other member or any employee of **KOTKOVSKI**;

(ii) violate the privacy or other rights of any employee or other member of **KOTKOVSKI**, including but not limited to by forwarding, distributing or displaying emails, personal data or photographs of another member to any third party;

(iii) act in an abusive, threatening, harassing, obscene, libelous, offensive manner towards any employee or other member of **KOTKOVSKI**;

(iv) impersonate another person;

(v) do anything that deliberately or recklessly prejudices the reputation of **KOTKOVSKI**;

3.4 You accept that **KOTKOVSKI** cannot be responsible for your interaction with other members or for the conduct or actions of any member. **KOTKOVSKI** does not carry out police or background checks of its members and makes no representations about the marital status or mental state of any member. You should always take sensible precautions before and during such interactions, particularly if arranging to meet another member (these should include meeting in a public place, telling a friend where you are going, and not giving out personal information until you are comfortable doing so). **KOTKOVSKI** cannot arbitrate in disputes between members;

3.5 You consent to **KOTKOVSKI** processing your personal information, including any sensitive personal information you provide, for the purposes of providing our services.

4. Payments

4.1 Your membership is conditional upon the payment of a **membership fee of US\$499 for 6 month period**. Your membership starts the same day we receive your payment in full. You may cancel your membership at any time, but all fees paid up until your cancellation are non-refundable, except at the sole discretion of **KOTKOVSKI**;

4.2 We charge no VAT, since KOTKOVSKI, LLC is legally exempt from collecting VAT under Russian federal law;

4.3 Our search will be conducted in Russia. Any ad hoc relevant expenses/costs relating to the search, asked by the client are not part of the membership fee (US\$499) and will be invoiced to the client;

4.4 You pay us **US\$99** per introduction. Introduction means that **both** you and a Russian lady you chose want to get to know each other personally. So you gotta have a way to communicate directly with each other. With your permission, we give her your contact details and she'll contact you directly. Introduction fee includes initial translation help in case she doesn't speak English. **KOTKOVSKI** reserves the sole discretion to decide about the extent of such free translation help.

4.5 If you marry a female member of **KOTKOVSKI**, then you'll pay us **US\$499**. This fee should be paid only **after** the marriage took place.

5. Disclaimer of liability

5.1 Your use of our services is at your sole risk. **KOTKOVSKI** does not accept any liability for any loss, damage, claim or expense, whether direct or indirect and howsoever caused, arising out of your membership and/or your use of the service or your reliance on advice or information provided by us. All warranties in respect of the service and/or such information, whether express or implied, are excluded. We are not responsible for any loss or damage incurred by you as a result of any action or decision you take based on advice or information we provide. Notwithstanding the foregoing, any liability of **KOTKOVSKI** to you for any and all causes of action will be limited to the amount paid by you in respect of **KOTKOVSKI**'s services.

6. Jurisdiction

6.1 This agreement is governed by Russian law (laws of **Russian Federation**) and shall be subject to the exclusive jurisdiction of the Russian courts in the city of **Moscow** or in the town of **Podolsk**, Moscow region (oblast).

Podolsk, November 2, 2017
Grigoriy Kotkowski,
Director