

Terms of Use of the “My Cashback” Service

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The service: <https://www.aviasales.ge/>

1. General provisions

These terms are an integral part of the Terms of Use and shall prevail for all signed in users who use the features of the "My Cashback" service.

As soon as a user signs in on the Service and proceeds to use its features through the user's Personal Profile on the Service's page or in the mobile application of the relevant application store, the user fully accepts these terms of use without reservations. Upon subsequently signing in through the same means of authorization to another software product or service owned by the Owner, the use of the "My Cashback" features shall be carried out by users in accordance with these terms of use in any case and shall not be subject to terms relating to other software products and services, regardless of the territory in which they are being used.

The text of the terms of use including references to other rules, regulations, and documents, including those given in the user interface of the Aviasales flight search engine, is a unified and complete set of mandatory conditions for the use of the "My Cashback" features.

All terms and definitions in these terms of use shall have the same meaning as similar terms and definitions in the Aviasales Terms of Use. All issues regarding the use of "My Cashback" features that are not regulated by these terms shall be governed by the general Terms of Use of the Aviasales service.

The terms of user data processing are defined in the Owner's personal data processing policy published on the Service.

2. “My Cashback”

"My Cashback" features make up part of the Aviasales Service and allow users signed into the service (including the mobile app of the corresponding application store) to receive cashback bonuses as a result of booking/paying for travel services provided by partners of the Owner.

The Owner, for the purpose of the terms of use, will process reservations/orders that meet the following set of conditions:

- a. They are carried out for personal, non-commercial purposes.
- b. They are carried out after the transition from the Service through clicking on the appropriate link available on certain pages of the user interface and/or in the user's Personal Profile.
- c. They are posted for users on the relevant pages of the Service's user interface strictly in accordance with the guidelines.
- d. They are not subsequently repealed.
- e. They are carried out without violating these terms and/or the Aviasales Terms of Use.

3. Cashback bonuses

Cashback bonuses are conditional units that are credited by the Owner to the user's balance in his/her Personal Profile when making reservations/orders within the "My Cashback" section.

Users can use justifiably credited cashback bonuses to receive a monetary sum from the Owner equivalent to the numerical value of cashback bonuses available to the corresponding user according to the terms of the "My Cashback" service in effect at the time the request is made, and in the national currency (i.e. the currency of the user's country and the Aviasales service depending on the domain zone).

Through the user interface of the Service and/or through pages within the user's Personal Profile, the Owner brings to the users' attention the following terms of use of "My Cashback", which are mandatory for crediting and transferring cashback bonuses to the users:

- a. A list of available partner offers through which users have the right to claim for cashback bonuses for bookings.
- b. A complete list of the terms and conditions for accruing cashback bonuses for each partner's offer, including instructions on how to make a booking/order, the deadline for the Owner to confirm the accrual and the accrual itself, how cashback bonuses are calculated for each booking/order, the equivalent of one unit of cashback for the purpose of receiving the amount from the Owner.
- c. The means and methods of receiving payments for the equivalent of the accrued cashback requested by the user. The commission charged by the payment system and the terms for transferal of funds.
- d. Other conditions on matters not expressly provided for in the Terms of Use and these terms but are mandatory in connection with the use of the "My Cashback" service.

The specified information is valid for users at the time of using the "My Cashback" service and may be clarified/changed by the Owner at its sole discretion without prior notice. Users independently monitor the relevant information on the Service and/or pages of their Personal Profiles when making reservations/orders for which they expect to receive cashback bonuses.

4. Other provisions

Users agree that the Owner's and Service's software shall be used to monitor compliance with the necessary conditions for the accrual of cashback bonuses when making reservations/orders. Such means shall be considered the only reliable source of information pertaining to reservations/orders made and the meeting of conditions for earning cashback bonuses.

The Owner shall not be liable for any action or inaction of users and/or third parties in providing the features of "My Cashback" to users, including technical failures in the Internet service provider network, or in the event that the user fails to take note of messages or information about the conditions on the webpages of the Service.

The Owner has the right not to provide the "My Cashback" service in whole or in part in the event of unforeseen circumstances affecting the capabilities of the Service, such as disaster, war, earthquake, the spread of infections or the violation (including expected or suspected) of any existing laws, newly adopted laws, or other regulations and similar cases.

In case of any inadmissible or improper use of "My Cashback", including use that is detrimental to the interests and reputation of the Owner and/or the Service, the Owner has the right to cancel the crediting of cashback bonuses to the user or completely limit access to the Service.

Users shall be solely liable to pay taxes and other mandatory payments in connection with the receipt of any taxable income when using the "My Cashback" service, as established by the applicable laws of the country of tax residency of the relevant user.