

Please read the Terms & Conditions carefully before using the Application.

1. [Introduction](#)

- 1.1. This Application “Roommate Georgia” is owned and managed by individual entrepreneur Mariam Khantadze (ID 01008058752). These Terms & Conditions constitute a legally binding agreement concluded between you and Mariam Khantadze (ID 01008058752).
- 1.2. These Terms & Conditions govern the use of the Application and the receipt of the Service from the Company, regardless you are registered or not.
- 1.3. By registering, logging in, using the Application, and/or receiving the Service from the Company you agree in writing to these Terms & Conditions. Acceptance of the Terms & Conditions automatically implies written consent to the [Personal Data Processing Policy](#) and other annexes/components of the Terms & Conditions.
- 1.4. These Terms & Conditions apply as long as the Profile of the User exists, the User uses the Application in a different manner, receives the Service from the Company, and/or has any kind of touchpoint with the Company.
- 1.5. The Company is entitled to make changes to the Terms & Conditions unilaterally at any time by posting them on the Application. The changes will come into force immediately after the change is made. The User's continued use of the Application and/or getting the Service from the Company automatically means acceptance of the modified terms. In the event of significant changes, the Company will additionally inform Registered Users about the modifications through the Application and/or E-mail/SMS.

2. [Definitions](#)

- 2.1. Unless otherwise stated in the text itself, the terms used in the present Terms & Conditions have the following meanings:
 - 2.1.1. **The Company** - Individual entrepreneur Mariam Khantadze (ID 01008058752), who is the owner and manager of the Application.
 - 2.1.2. **The Application** - The Company-owned Application (including and not limited by the website: www.roommategeorgia.ge) "Roommate Georgia" (regardless of the platform of use), through which the Users get the Service from the Company.
 - 2.1.3. **The User** – Any registered or Non-registered User.
 - 2.1.4. **Registered User** – Any natural person using and registered in the Application.
 - 2.1.5. **Non-registered User** – Any natural person using and not registered in the Application.
 - 2.1.6. **Profile** - The Registered User's personal page in the Application, which includes mandatory and additional information about the User.
 - 2.1.7. **The Service** - Any kind of Service/benefit that the Registered User receives from the Company, including but not limited to the connection to Registered Users by the Company for apartment rent, cost sharing, and/or other purposes.
 - 2.1.8. **The Service Fee** – To receive the Service by the Registered User, the amount payable to the Company. The method of payment and the amount of the fee are given in the Application.
 - 2.1.9. **The Party** – The Company, Registered and/or Non-registered User, depending on the context.
 - 2.1.10. **The Parties** - The Company and Registered and/or Non-registered User, depending on the context.
 - 2.1.11. **Third Person** - Any other natural or legal person, except the Parties.
 - 2.1.12. **Terms & Conditions** - These Terms & Conditions, including all the annexes.

3. Declarations and Guarantees

- 3.1. The User declares and guarantees that:
 - 3.1.1. Has read and fully agrees to the Terms & Conditions of use of the Application.
 - 3.1.2. Has fully understood the scope of the Company's Service and responsibilities. In particular, the Company helps Registered Users only to connect with each other, after which the scope of the Company's responsibility ends. The extent to which the connected Users continue their relationship is solely within their competence, will, and responsibility, for which the Company shall not be liable.
 - 3.1.3. At the time of using the Application, he/she is capable, can understand the meaning of using the Application and is not under any mental influence that would prevent him from understanding the meaning of his/her action, and has reached the appropriate age established by law and has full authority to use the Application. For the avoidance of any doubts, during the use of the Application, the Registered User declares and guarantees that he/she has reached the appropriate age established by the laws of Georgia, otherwise the Company has the right to block the Profile.
 - 3.1.4. The information provided by him/her is truthful, accurate, and lawful.
 - 3.1.5. Will not use the Application for illegal purposes and will respect the laws of Georgia in the process of using the Application, including, and not limited to the age restrictions imposed by the laws.
 - 3.1.6. None of his/her actions violate the rights of the Company, other Users, and/or the Third parties.
 - 3.1.7. Realizes that the intellectual property rights to the logo, Application, Application design, basic software code, software, and other related materials belong to the Company.
 - 3.1.8. Realizes that there may be some delays in using the Application for which the Company is not responsible.

4. Application use & registration

- 4.1 The Parties agree that both registered and Non-registered Users have the right to access the Application.
- 4.2 In order for the User to be able to fully use the Application and receive Service from the Company, he/she shall register in the Application and have his/her own Profile.
- 4.3 If the User decides to receive Service from the Company, he shall fill out the questionnaire provided in the Application. After completing the questionnaire in accordance with the rules specified in the Application, the User's registration is completed, and an inactive Profile appears in the Application.
- 4.4 To activate the Profile and receive Service from the Company, the Registered User shall pay the Service Fee.
- 4.5 The User shall indicate accurate and truthful information in the relevant fields during registration. Providing other person's data and/or incorrect information is strictly prohibited. In such a case, the Company is entitled to temporarily and/or permanently block the User's Profile, barring him/her from receiving Service from the Company.
- 4.6 After the User completes the registration and activates the Profile, he is entitled to receive Service from the Company.
- 4.7 Registered Users acknowledge that the Company's Service include just connecting them with other Registered Users. The Company is not responsible and has no influence/control over the actions taken by Registered Users after connecting.

5. Payment & Refund Policy

- 5.1 Profile activation/Service Fees are provided in the Application, which are paid through bank transactions.
- 5.2 The Company is entitled to offer a discount for the Service to a certain segment of Registered Users, including but not limited to by allowing the Registered User to use a unique promo code. In such a case, the discount is applied by entering a unique promo code in the respective field. If the entered promo code does not exist/is incorrect, the User will not be able to pay the Service Fee with the promo code and will not be able to get the discounted price.
- 5.3 If the Registered User decides to activate the Profile and presses the respective button in the Application, he/she shall enter the bank card data, from which the Company will automatically deduct the Service Fee.
- 5.4 The amount paid by the Registered User will be refunded only if the Registered User will not be able to activate the Profile and receive the Service within 24 hours from the deduction of the Service Fee.

- 5.4.1 In the case provided by clause 5.4 of the Terms & Conditions, the Registered User is entitled to apply to the Company for a refund.
- 5.4.2 The Company is entitled to revert to the Registered User within 5 working days after receiving the request.
- 5.4.3 In case of a positive answer regarding the refund, the money will be wired to the Registered User within 5 working days after receiving the answer.
- 5.5 If the Company blocks the Registered User's Profile, regardless of the reason, the Company is entitled to fully retain the Service Fee paid by the User.
- 5.6 For the avoidance of doubt, the Registered User is entitled to be refunded the paid Service Fees solely in the case envisaged in clause 5.4 of the Terms & Conditions. In any other case, the Company is entitled to fully retain the Service Fee paid by the Registered User.

6. [Limitation of Liability](#)

- 6.1 Users acknowledge that the Company is an intermediary and it helps Registered Users connect with each other.
- 6.2 The Company's liability is limited to the connecting of the Registered Users. After the Registered Users contact, the scope of the Company's liability ends. The Company has no control over the actions/inactions taken after the contact, nor the obligation to receive further information.
- 6.3 The Company is fully exempt from disputes, disagreements, inaccuracies, or any kind of liability arising out of the relationship between the Registered Users.
- 6.4 By using the Application, Users acknowledge and agree that they fully understand the scope of the Company's responsibility and waive any additional claims against the Company.
- 6.5 The Company is not accountable for the actions or obligations of Users and/or Third Parties, nor does it act as a guarantor for Users. The Company does not take responsibility, warrant, or in any way ensure Users' actions compliance with the law. The Company cannot be held liable for the actions of Users.

7. [Intellectual Property](#)

- 7.1. The Company has Intellectual property rights, copyrights, and other related rights in the Application design, basic software code, software, logos, trademarks, and other materials.
- 7.2. Without the prior written consent of the Company, using of any trademarks, copyrighted materials, modification of the intellectual property object, use of any form, or any other action that is connected with the intellectual property of the Company is strictly prohibited.

8. [Personal Data & Processing](#)

- 8.1. The Company and/or the person named by the Company, is entitled to process the personal data of the User for relevant purposes. The Company and/or the person named by the Company shall process the data only for relevant purposes and under the duty of confidentiality.
- 8.2. Rules for the collection or other types of processing of personal data are determined by the [Personal Data Processing Policy](#), which is an integral part of the Terms & Conditions.

9. [Blocking Illegal Activity and Content](#)

- 9.1. In case the Company has a suspicion that the use of the Application and/or execution of the transaction violates these Terms & Conditions, or the Company deems, that transactions are unlawful, fraudulent, and unauthorized, the Company is authorized to suspend such transaction and block the Profile of any person who engages in such activity until the Company has investigated all relevant facts. The Company is also authorized to apply to relevant financial institutions and government agencies and provide them with necessary information.

- 9.2. In case the Company detects signs of illegal activity in the User's actions (e.g., violation of age restrictions and requirements established by law, etc.), the Company is entitled to block the User's Profile temporarily or permanently.
- 9.3. The Company shall not be liable for the legality/illegality of actions of Users and/or Third Parties.

10. Dispute resolutions & Applicable Law

- 10.1. Any disputes/disagreements between the Company and the User should be resolved by mutual agreement.
- 10.2. If no agreement is reached within 15 (fifteen) days after the dispute arises, the dispute shall be resolved by a court of Georgia under Georgian law.
- 10.3. The decision of the court of the first instance in favor of the Company will be enforced immediately.

11. Miscellaneous

- 11.1. If the Terms & Conditions are drawn up in Georgian and foreign languages, in case of differences between the documents, the Georgian version of the document shall prevail.
- 11.2. The Parties state that these Terms & Conditions are written in a language they understand that they do not have any questions/ambiguities, that they fully understand the meaning of the Terms & Conditions, and that the document is in a convenient and visible place.
- 11.3. In addition to these Terms & Conditions, the relationship between the Company, and the Users is governed by the [Personal Data Processing Policy](#), other documents uploaded in the Application, and the laws of Georgia.
- 11.4. The invalidity of individual parts of the Terms & Conditions does not lead to the invalidity of the whole document and/or its other parts.
- 11.5. Matters not regulated by these Terms & Conditions and/or by the [Personal Data Processing Policy](#) and/or by an individual agreement concluded between the Parties concerned shall be governed by the laws of Georgia.
- 11.6. By using the Application, the Parties confirm that each of them has a full right to enter into this relationship and has obtained all the necessary permits and/or consent to do so.
- 11.7. The Company is entitled to satisfy the claim by mutual requital.
- 11.8. Unless otherwise provided by the individual agreement, any formal relationship between the Parties must be in writing, unless the present Terms & Conditions provide for an oral telephone communication form. The written notice to the Party may be delivered in person, by courier, by post, by the Application, and/or by E-mail/SMS.
- 11.9. In case of any change of information, including, but not limited to, change of phone number, address, or bank account, the Party shall notify the Company immediately, but not later than 3 calendar days. In case of violation of the mentioned obligation, the Company shall not be liable if its non-performance of the Service is related to the violation of the obligation by the User.
- 11.10. The User understands and acknowledges that the Company is entitled to rely on the confirmations, licenses, permits, and registration data provided by the User. In case of inaccuracy and/or inconsistency, the responsibility lies with the Party who presented the document/information/data, in this case, the Company is entitled to block the User's Profile.
- 11.11. The User shall notify the Company in case of any defects related to the Application and/or the Service.
- 11.12. The User gives unequivocal consent to receive messages, promotions, advertisements, offers, and other types of information from the Company, in any form.
- 11.13. By using the Application, User agrees in writing to these Terms & Conditions and its components.