

## RUSSPASS BUSINESS USER AGREEMENT

This RUSSPASS Business User Agreement (hereinafter referred to as the Agreement) is a public offer in accordance with Part 2 of Article 437 of the Civil Code of the Russian Federation governing the relations between the Autonomous non-commercial organization "Project Office for the Development of Tourism and Hospitality of Moscow" and any individual using the functions of the Platform.

The use of the Platform is governed by the Agreement and the Privacy Policy.

The beginning of the User's use of the Platform functions or the User's registration procedure (creation of a Personal Account by the User) means the User's familiarization with and unconditional acceptance of the terms and conditions of the Agreement in accordance with Article 438 of the Civil Code of the Russian Federation. If the User does not agree with any of the terms of the Agreement, the User may not use the Platform and/or register on it (create a Personal Account).

### 1. TERMS AND DEFINITIONS

1. Unless expressly provided otherwise by the Agreement, capitalized terms and definitions used in the Agreement shall have the following meaning:

**Platform** – the Integrated Information System "Moscow Digital Tourism Platform", the implementation of which is carried out in accordance with the Moscow City Government Resolution No. 1230-PP "On the Moscow Digital Tourism Platform Project" dated 25.09.2019, interacting with Users under the RUSSPASS service mark through the website on the Internet, located on the domain name (including its subdomains): russpass.ru, as well as the RUSSPASS mobile application.

**Operator** – Autonomous non-commercial organization "Project Office for the Development of Tourism and Hospitality of Moscow" (PSRN 1187700020947), which manages the Platform and ensures its development. The Operator's address is 5 A, Tverskaya Street, Moscow, 125009. The Operator is the owner of the RUSSPASS trademark (service mark).

**User** – a natural person registered on the Platform and using its functions, acting independently or representing the interests of a company in the tourism industry.

**Company** – a legal entity, an individual entrepreneur or a person applying a special tax regime "Special tax income", the sphere of activity of which can be attributed to the tourism industry or related industries.

**Personal Account** – a special section of the Platform for the User, which displays information about the User and the Company he/she represents, about the User's participation in the Operator's events, as well as other data and functionalities provided by the Platform.

**Registration** – the procedure of creating a Personal Account by the User.

**Login** – the User's e-mail address used for authentication purposes (verification by the Platform of the User's authorization to enter the Personal Account).

**Password** – a sequence of symbols specified by the User and used repeatedly to confirm the User's right to access and use Personal Account.

### 2. GENERAL PROVISIONS

2.1 The subject of the Agreement is the provision of access to the Platform by the Operator to the User, including the possibility for the User to create a Personal Account, through interaction with which

the User is given the opportunity to register for the Operator's events, post information about the Company on the Platform (subject to the User's confirmation of the relevant powers), as well as the opportunity to perform other actions provided by the Platform.

2.1.1 A User who is not a representative of the Company has the right to register for the Operator's events without creating a Personal Account. In this case, the notification of registration for the event will be sent to the User by e-mail specified when filling in the application for registration for the relevant Operator's event.

2.2 To start using the Platform or its individual functions, the User undergoes the Registration procedure, as a result of which a unique account (Login and Password) will be created.

2.3 For Registration, the User undertakes to provide complete and accurate information proposed to be filled in the corresponding Registration form and to keep this information up to date. If the User provides incorrect information, or the Operator has reasons to believe that the information provided by the User is incomplete and/or unreliable, the Operator has the right to block or delete the User's account at its own discretion, as well as to refuse the User to use the Platform or some of its functions.

2.4 When registering, the User provides information about the Company, first name, last name, e-mail address and password to access the account.

2.5 The Operator has the right at any time to require the User to confirm the data provided during Registration, as well as to request other information about the User.

In order to verify the User's data, the Operator has the right to request supporting documents, the failure to provide which, at the discretion of the Operator, may be equated to the provision of false information and entail the consequences provided for in paragraph 2.3 of the Agreement.

2.6 The User's personal data contained in the Personal Account shall be stored and processed by the Operator in accordance with the terms of the Operator's Privacy Policy.

2.7. The Agreement comes into effect upon any use of the Platform by the User, is considered to be concluded for an indefinite period of time and is valid until its termination.

2.8 The Agreement may be amended by the Operator without any special notice to the User. The new version of the Agreement comes into force from the moment of its posting on the Platform, unless otherwise provided by the new version of the Agreement. The User's continued use of the Platform after the changes are made shall mean the User's acceptance of all changes without any exceptions or limitations.

2.9 The Operator shall not notify the Users of any changes in the Agreement. The User agrees that the Operator may change the rules, set and (or) change restrictions in the use of the Platform at any time, with or without prior notice.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1 The User has the right to:**

3.1.1. Search for information and receive it using the Platform functions.

3.1.2. Use the information of the Platform for personal non-commercial purposes.

#### **3.2 The Operator has the right to:**

3.2.1 Amend the Agreement by posting a new version of the Agreement on the Platform. If the User does not agree with the changes to the Agreement, the User has the right to terminate the Agreement in the manner prescribed by the Agreement.

3.2.2 Terminate access to the Platform, both short-term - for the purposes of maintenance of the Platform, and for any time for reasons of technical, commercial or other expediency without prior notice to Users.

3.2.3 Request from the User supporting documents and information, as well as require the User to correct information about him/her and the Company.

3.2.4. Collect opinions and feedback from Users on various issues related to the functionality of the Platform, the Operator's activities, etc. by sending an informational message to the User's contact details specified in Personal account (subject to the User's consent to the mailing).

3.2.5 In order to inform Internet Users, the Operator shall have the right to use the results of intellectual property and means of individualization (hereinafter - IP), placed by the User in the Personal Account, by reproduction, processing, public display, public performance, communication to the public (in part or in full) by any means, including on the Platform, in social networks and in advertising, as well as to grant (sublicense) the right to use IP by the specified means to third parties. The Agent shall be entitled to use the IP in the ways provided for in this clause without charging a fee for such use, without any restrictions on the territory and without providing reports.

### **3.3 The User undertakes the responsibility to:**

3.3.1 During the Registration process, provide true data to the extent required to create a Personal Account.

3.3.2 In order to prevent unauthorized use of the Platform, provide secure storage of Login and Password, mobile and other devices used to connect to the Platform.

3.3.3 When copying information from the Platform, indicate information about the source of borrowing.

3.3.4 Do not delete or change the copyright information without the author's or other right holder's permission.

3.3.5 In case of attending the Operator's events, provide feedback at the request of the latter.

### **3.3 The Operator undertakes the responsibility to:**

3.4.1 Not to disclose to third parties' information about the User and the nature of the relationship between the User and the Operator, except in cases stipulated by law or the relevant agreement with the User.

## **4. PERSONAL DATA**

4.1 The Operator shall process the User's personal data in accordance with the Privacy Policy.

4.2 The Operator processes the User's personal data for the purposes of conclusion and execution of the Agreement, as well as for other purposes for which the Operator requests the User's consent to the processing of personal data.

4.3 When processing personal data, the Operator takes necessary technical, legal, organizational and other measures aimed at protecting the data received from the User from unreasonable access to them by third parties.

## **5. LIABILITY**

5.1 The Operator shall not be liable to the User if the latter has provided irrelevant and/or erroneous data. The User undertakes to reimburse the Operator for all losses incurred as a result of providing inaccurate or knowingly false information and bears responsibility for violation of rights and interests of other persons as a result of such actions.

5.2 The Operator is not responsible for the inconsistency of the event conducted by the Partner with the User's expectations and/or his subjective assessment.

5.3 The User guarantees that he/she is the owner of the exclusive right to the IP placed by the User in the Personal Area; the exclusive right to the IP is not alienated, not pledged, does not violate the rights of third parties, including copyright; the User's rights to the IP are not disputed. In case third parties file claims or lawsuits against the Operator in connection with the use of the IP posted by the User in Personal account, the User undertakes to participate in the settlement of the relevant dispute and reimburse the Operator for any losses caused in this regard.

5.4 The User is responsible for the security (including resistance to hacking or tampering) of the means of access to the Personal Account chosen by the User, as well as independently ensures their confidentiality.

The User is responsible for all actions (as well as their consequences) within the framework of or using the Platform functionality under his/her account, including cases of voluntary transfer of data for access to the Personal Account to third parties. In this case, all actions performed under the User's account are considered to be performed by the User.

5.5 The Operator shall not be liable for possible loss or change of data, as well as any other consequences of any nature in case the User transfers the data for access to the Personal Area to third parties.

5.6 In all other cases for non-fulfillment or improper fulfillment of the terms and conditions of the Agreement the Parties shall be liable in accordance with the legislation of the Russian Federation.

## **6. OTHER TERMS AND CONDITIONS**

6.1 The place of conclusion of the Agreement is recognized as the location of the Operator. The Agreement is drawn up in accordance with the legislation of the Russian Federation, therefore it shall be governed and interpreted in accordance with it.

6.2 The User confirms that he/she understands all the terms and conditions of the Agreement and accepts them in full without reservations.

6.3 In the event of a dispute arising during the execution of the Agreement, the Parties shall take measures to settle it by way of a claim. The claim must be sent in writing signed by an authorized person. The addressee shall provide a written response on the merits of the claim not later than 10 (ten) business days from the date of its receipt, and in case of evasion of receipt - from the date of delivery to the addressee's post office. In the absence of a response within the specified period of time, the facts and claims set forth in the claim shall be deemed recognized by the addressee. If the Parties fail to reach an agreement, the dispute shall be referred to the Moscow Arbitration Court or the Tverskoy District Court of Moscow for consideration.