

## USER AGREEMENT RUSSPASS BUSINESS

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 regulating the relations of the Autonomous non-profit organization "Project Office for the Development of Tourism and Hospitality in Moscow" (address: 125009, Moscow, ext.ter.c. municipal district of Tverskaya, B. Dmitrovka str., 7/5, p. 1, floor 5, tel. + 7 (495) 957-96-77, email address: info@welcome.moscow , OGRN 1187700020947, TIN 7703468243, and any individual using the Platform's functions.

The use of the Platform is regulated by the Agreement and the Confidentiality Policy.

The beginning of the User's use of the Platform's functions or the User's registration procedure (creation of a Personal Account by the User) means familiarization with and unconditional acceptance by the User of the terms 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 does not have the right to use the Platform and /or register on it (create a Personal Account).

### 1. TERMS AND DEFINITIONS

1. Unless otherwise expressly provided by the Agreement, the terms and definitions used in the Agreement with a capital letter have the following meaning:

**The platform** - a complex information system "Moscow Digital Tourist Platform", the implementation of which is carried out in accordance with the Decree of the Government of Moscow dated 25.09.2019 No. 1230-PP "On the project "Moscow Digital Tourist Platform", interacting with Users under the service mark of RUSSPASS through a website on the Internet located on a domain name (including its subdomains): russpass.ru , as well as the RUSSPASS mobile app.

**The operator** - an Autonomous non-profit organization "Project Office for the Development of Tourism and Hospitality in Moscow" (OGRN 1187700020947), which manages the Platform and ensures its development. Location of the Operator: 125009, Moscow, B. Dmitrovka str., 7/5, p. 1, floor 5. The operator is the rightsholder of the trademark (service mark) RUSSPASS.

**User** - an individual registered on the Platform and using its functions, acting independently or representing the interests of a company that is part of the tourism industry.

**Company** - a legal entity, an individual entrepreneur or a person applying a special tax regime "Special tax Income", whose sphere of activity can be attributed to the tourism industry.

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

**Registration** - the procedure for creating a Personal Account by the User.

**Login** - a sequence of characters indicating the User's email address for the purposes of authentication (verification by the Platform of credentials to log in to the Personal Account).

**Password** – a multiple-use password representing a sequence of characters defined by the User, which is used to confirm the User's right to access and use the Personal Account.

### 2. GENERAL PROVISIONS

2.1. The subject of the Agreement is the provision by the Operator to the User of access to the Platform, including the possibility of creating a Personal Account by the User, interacting 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 confirmation by the User of the relevant authority), as well as the opportunity to perform other actions provided for 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 out the application for registration for the corresponding event of the Operator.

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

2.3. To Register, the User takes the responsibility to provide complete and reliable information offered for filling in the appropriate registration form, and to keep this information up to date. If the User provides incorrect information, or the Operator has reason to believe that the information provided by the User is incomplete and/or unreliable, the Operator has the right, at its discretion, to block or delete the User account, as well as to refuse the User to use the Platform or its individual functions.

2.4. When Registering, the User provides information about the Company, first name, last name, email 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 specified 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 of which, at the discretion of the Operator, may be equated to providing false information and entail the consequences provided for in paragraph 2.4. of the Agreement.

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

2.7. The Agreement comes into force while any use of the Platform by the User, and is considered concluded for an indefinite period and is valid until its termination.

2.8. The Agreement may be changed by the Operator without any special notification to the User. The new version of the Agreement comes into force from the moment it is posted on the Platform, unless otherwise provided by the new version of the Agreement. The User's continued use of the Platform after the changes means that the User accepts all changes without any exceptions or restrictions.

2.9. The Operator does not notify Users about any changes made in the Agreement. The User agrees that the Operator may change the rules, establish and/or change restrictions on 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. To search for information and receive it using the functions of the Platform.

3.1.2. Use the Platform's information for personal, non-commercial purposes.

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

3.2.1. Make changes to the Agreement by posting a new version of the Agreement on the Platform. If the User does not agree with the amendment of the Agreement, the User has the right to terminate it in accordance with the procedure provided for in the Agreement.

3.2.2. To terminate the provision of Services on the Platform, both for a short time – 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 supporting documents and information from the User, as well as require the User to correct information about him and the Company.

3.2.4. To collect opinions and feedback from Users on various issues related to the functionality of the Platform, the conduct of events by the Operator, etc. by sending an information message to the User's contact details specified in the Personal Account (if the User has the appropriate consent to the newsletter).

3.2.5. In order to inform Internet Users, the Operator has the right to use the results of intellectual activity and means of individualization (hereinafter referred to as the RIA) posted by the User in the Personal Account, by reproduction, processing, public display, public performance, making available to the public (partially or completely) by any means, including the Platform, social networks and in advertising, as well as to grant (sublicense) the right to use the RIA in these ways to third parties. The Agent has the right to use the RIA in the ways provided for in this paragraph, without charging remuneration for such use and without restrictions on the territory.

**3.3. The User is obliged to:**

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

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

3.3.3 When copying information from the Platform, include information about the source of borrowing in its composition.

3.3.4 Do not delete or modify copyright information without the permission of the author or other copyright holder.

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

**3.3. The Operator is obliged to:**

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

## **4. PERSONAL DATA**

4.1. The processing of the User's personal data is carried out by the Operator in accordance with the Privacy Policy.

4.2. The Operator processes the User's personal data for the purpose of concluding and executing the Agreement, as well as for other purposes for which the Operator requests the User's consent to the processing of Personal Data.

When processing personal data, the Operator takes the necessary technical, legal, organizational and other measures, the purpose of which is to protect the data received from the User from unjustified access to them by third parties.

## **5. RESPONSIBILITY**

5.1. The Parties are responsible for non-fulfillment or improper fulfillment of the terms of the Agreement in accordance with the legislation of the Russian Federation.

5.2. The Operator is not responsible before the User if the latter has indicated irrelevant and/or erroneous data.

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

5.5. The Operator is not responsible if the results of intellectual activity and/or means of individualization, information and other materials transmitted by the User violate the copyrights of third parties.

5.6. The User is fully responsible for the consequences resulting from the provision of unreliable or knowingly false information, and is responsible for the violation of the rights and interests of others as a result of such actions.

5.7. The User is responsible for the security (including resistance to hacking or selection) of the means of access to the Personal Account chosen by him, and also independently ensures their confidentiality.

The User is responsible for all actions (as well as their consequences) within or using the functionality of the Platform under his 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 himself.

5.8. The Operator is not responsible for the possible loss or change of data, as well as any other consequences of any nature in the event where the User transfers data to log in to the Personal Account to third parties.

## **6. OTHER**

6.1. The location of the Operator is recognized as the place of conclusion of the Agreement. The Agreement is drawn up in accordance with the legislation of the Russian Federation, in connection with which it is regulated and interpreted in accordance with it.

6.2. The User confirms that all the terms of the Agreement are clear to him, and accepts them in full without reservations.