



СМОТРОВАЯ
ПЛОЩАДКА
МОСКВА-СИТИ
БАШНЯ ФЕДЕРАЦИЯ

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USER AGREEMENT

Moscow

Present User agreement (hereinafter – Agreement) is a public offer under article 437 of the Civil Code of the Russian Federation and regulates relations between LLC “SP-Capital” (hereinafter – Seller) and any individual, possessing legal and dispositive capacity (hereinafter – Buyer), arising in buying tickets and/or gift card, and/or Observation deck production, through the website pnr360.ru as well.

1. General terms

1.1. Terms used in the present Agreement have the following definitions:

Order — application from Buyer to Seller with the intention to purchase services and/or Observation deck production.

Online order (Order) — digital information recorded in PANORAMA360 Observation deck (LLC “SP-Capital”) database, confirming the fact of reservation and payment for a visiting PANORAMA360 Observation deck on certain date and time, also Production selected by a Buyer and/or the fact of Buyer's application for the purchase of a Gift Card.

Seller — Limited liability company “SP-Capital”.

Buyer — individual, possessing legal and dispositive capacity, who makes an Order, Online order for personal, family, household and other needs unrelated to entrepreneurial activity.

Gift card buyer — individual, possessing legal and dispositive capacity, who pays for a gift certificate, in payment for services and merchandise sold at the Observation deck, for personal, family, household and other needs unrelated to entrepreneurial activity.

Gift card holder — individual, possessing legal and dispositive capacity, who gets a gift certificate as a present and presented it for implementation.

Visitor — a person, who uses (is expected to use) an Order or and/or Ticket, and/or Gift certificate to visit PANORAMA360 Observation deck.

Observation deck — PANORAMA360 Observation deck, including the Ice Cream Museum, located at floor 89, bld.12, Presnenskaya Embankment, Moscow, Russia.

Observation deck Ticket office — Observation deck Ticket office, located at bld.2, Presnenskaya Embankment, Afimall City shopping & entertainment centre. Opening hours: 10AM – 10PM, 7 days a week.

Operator — Seller’s representative, who takes Orders from Buyers.

Ticket — a document issued on the registrable form established by current legislation of the Russian Federation and identifying the right to visit PANORAMA360 Observation deck.

Ticket for adults — a Ticket sold by the Seller to persons from the age of 15.

Ticket for children — a Ticket sold by the Seller to persons aged 6 to 14.

Low fare ticket — a Ticket sold by the Seller on special conditions indicated in the present Agreement or additionally established by the Seller.

Gift card — a document, confirming depositing funds by an individual as an advance payment for services or merchandise at the Observation deck and giving such individual the right to get a product and/or a service by exchange for products and services.

Production — merchandise and/or services sold by the Seller, information about them is posted on the Website. Production cost is not included in the Ticket cost and is paid additionally.

Individual visit — Tickets purchase by one Buyer/Visitor or a group of Buyers/Visitors to 10 (ten) persons at the Observation deck Ticket office or Online order.

Group visit — one-time purchase of 10 (ten) and more Tickets by the Buyers' organized group or the organizer of the Buyers' group via Operator or Online order.

Website — web-resource, available on the Internet at the address pnr360.ru

1.2. Buyer who made an Order or Online order under Federal Law of 27.07.2006 №152-FL "On Personal data" gives consent to personal data processing by the Seller (including getting from him and/or third parties, taking into account current legislation of the Russian Federation requirements): name, last name, middle name, personal phone numbers, contacts and any other information related to his personality, available or known to the Seller at any one time and confirms that giving such consent he acts on his own will, in his own interests and in the interest of those third parties in respect of whom Online order is paid for.

1.3. The Seller is not responsible, when purchasing Tickets and/or Gift card from other persons and on the Internet (not at Observation deck official partners), in the event of any negative consequences.

2. Subject of the agreement

2.1. Seller gives a Buyer an opportunity to purchase a Ticket and/or a Gift card to visit PANORAMA360 Observation deck, including the Ice Cream Museum:

-at the Observation deck Ticket office;

-via the Operator;

-via Online order.

Also, to pay for such Ticket and/or Gift card, a Buyer in turn fixes and pays for the Order or Online order under the present Agreement terms.

2.2. Under article 436 of the Civil Code of the Russian Federation the present offer is not irrevocable. Seller has the right to refuse to sell a Ticket and/or a Gift card or making Order/Online order to people who disagree with present Agreement terms. Under article 438 of the Civil Code of the Russian Federation the fact of payment for a Ticket and/or Gift card or Order/Online order is considered as unconditional acceptance of the present Agreement terms. By paying for a Ticket and/or Gift card, or Order/Online order, a Buyer agrees with the Rules to visit PANORAMA360 Observation deck.

2.3. Seller acts on its own behalf. All obligations under present Agreement arise directly between the Seller and the Buyer.

2.4. Discounts for social beneficiaries are not available via making Online order as confirmation of the right for discount is required, except in cases established by present Agreement.

3. Terms to make an Order as Individual visitor

3.1. Making Online order:

3.1.1. To make Online order, Buyer does the following actions:

Forms an Order by selecting a number and Ticket categories on the Website;

Selects date and time of the visit;

Selects Merchandise (if necessary), indicating its amount

Verifies the data submitted and prior selection;

Submits an e-mail address;

Verifies payable amount and prior data submitted;

Accepts the present Offer terms by pushing the button “Pay”;

Pushes the button “Pay”;

Pays for the Order by bank card;

Is satisfied that Online order has been processed successfully (forming and payment). It is confirmed by receiving information about Online order with individual number and bar-code on the e-mail, submitted by a Buyer during the process mentioned above.

3.1.2. The time for making the payment is limited by 15 (fifteen) minutes. If the payment is not made for any reason within the time available, Online order is annulled automatically.

3.1.3. Buyer is obliged to provide correct, accurate and complete information about himself. Buyer is responsible for minor children in whose interest he makes the Order.

3.1.4. Buyer is obliged to learn about age limits of the Observation deck visiting, and also the consistency with age limits of minor Visitors and the date of the Order.

3.1.5. Buyer can make an Online order only of those Ticket categories and/or Gift cards and Merchandise which are available on the Website at the time of making an Order.

3.1.6. Gift card cannot be exchanged or returned, including money and/or other Gift cards; the money deposited into the Gift card is non-refundable.

3.1.7. Exchange of one or several Gift cards for any Gift cards in order to change the value or prolong the validity is not made.

3.1.8. Tickets with deposit at the 360 Restaurant cannot be exchanged or returned.

3.2. Making an Order at the Observation deck Ticket office

3.2.1. Observation deck Ticket office is located at bld.2, Presnenskaya Embankment, Afimall City shopping & entertainment centre. Opening hours: 10AM – 10PM, 7 days a week.

3.2.2. Tickets and/or Gift cards' sale at the Observation deck Ticket office is made for cash or by cards of international payment systems Visa, MasterCard, MIR in Russian rubles at prices indicated on the tickets.

3.2.3. Tickets and/or Gift cards' sale is made according to the approved schedule to visit Observation deck, which is shown in advance at the Ticket office and posted on the Observation deck website. The schedule may be changed or updated on the Observation deck administration decision.

3.2.4. Tickets cannot be booked by phone.

3.2.5. Observation deck reserves the right to refuse Tickets and/or Gift card purchase to a Buyer at the Ticket office without explanation.

3.2.6. Observation deck provides services with a limited number of Tickets and/or Gift cards, and services within a group on a first-come first-served basis. Having earlier bought Tickets and/or Gift cards for the same service does not give the right to buy additional Tickets and/or Gift cards on a priority basis or beyond assigned amount.

3.3. It is not allowed to purchase Gift Cards, Tickets for the purpose of their subsequent sale as part of the business activities of the Buyer or other third party.

3.4. Buyer has the right to cancel the Order or Online order partly or completely.

3.5. Order or Online order may be cancelled by Buyer directly at the PANORAMA360 Observation deck location: floor 89, bld. 12, Presnenskaya Embankment, Moscow, Russia, from 10 AM to 8 PM 7 days a week.

3.6. In order to process complete or partial Online order cancellation, Buyer should have a personal identity document and an e-mail received after the payment with number, bar-code and data of the order. Confirmation mentioned above should be presented on paper.

3.7. Complete or partial Online order cancellation is made on the basis of a Buyer's written application on form offered by Seller. For e-tickets return send an e-mail with the Order number to Support@telegreen.ru

3.8. In case of Order cancellation, Seller has the right to recover actual expenses from a Buyer caused by Buyer's refusal.

3.8.1. In case of Order cancellation not later than 10 (ten) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for Observation deck services make 3,5% of the cancelled tickets cost.

3.8.2. In case of Order cancellation not later than 5 (five) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for Observation deck services make 50% (fifty percent) of the cancelled tickets cost.

3.8.3. In case of Order cancellation not later than 3 (three) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for Observation deck services make 70% (seventy percent) of the cancelled tickets cost.

3.8.4. In case of Order cancellation later than 3 (three) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for Observation deck services make 100% (one hundred percent) of the cancelled tickets cost.

3.8.5. Seller considers an application to cancel an Order from a Buyer within 7 (seven) working days since the receipt of the relevant application sent in accordance with clauses 3.5., 3.7. of the present Agreement and informs about possibility or impossibility to return the money paid for the cancelled Order.

3.9. Refund of completely or partly cancelled Order is made within 30 (thirty) working days since the Seller has made a decision on the results of the Buyer's application examination according to clause 3.8.5. of the present Rules.

In case of buying a Ticket at the Seller's agents, the agent makes refund to the Buyer.

3.10. Refund of completely or partly cancelled Online order via the Website and paid by bank card, is only made to the account of the card from which the payment has been made.

4. Terms to make an Order within Group visit

4.1. Group visits of the Observation deck are made by:

4.1.1. organized groups over 10 (ten) Buyers/Visitors;

4.1.2. organized groups of students over 10 (ten) Buyers/Visitors provided that not less than 80% (eighty percent) of the Visitors are students of school or preschool educational institutions.

4.2. To make an Order within Group visit, Buyers or the Buyers' organizer books or buys tickets via Operator or Online order.

4.2.1. To make an Order within Group visit via Operator, Buyers or the Buyers' organizer do the following actions:

Place an Order by application to the Operator;

Inform the Operator on the visit date and time;

Innumerate the Merchandise (if necessary), indicating its number;

Give the Operator an e-mail address to send proforma invoice;

Verify the information in proforma invoice and the Order submitted;

Accept the terms of proforma invoice and present Offer, by paying the money indicated in proforma invoice terms;

Pay for the Order on the conditions indicated in proforma invoice terms.

4.2.2. To make an Online order within Group visit, Buyers or the Buyers' organizer do the following actions:

Form an Order by selecting a number and Ticket categories;

Select date and time of the visit;

Select Merchandise (if necessary), indicating its amount;

Verify the data submitted and prior selection;

Forms an application on the website by specifying personal data (name, surname, phone number and e-mail address).

4.3. If 10 (ten) or more Tickets for children are purchased within Observation deck Group visit, such visit is possible only if they are accompanied by a responsible adult with a Ticket for adults. In doing so the age of an accompanying responsible adult should be over 18.

4.4. If 10 (ten) or more Tickets for children are purchased within Observation deck Group visit, the Seller offers 1 (one) Low fare ticket for adults for an accompanying responsible adult against each 10 (ten) Tickets for children.

4.5. Payment terms for Orders within Group visit:

4.5.1. If an Order is placed less than 5 (five) days before the date of the Observation deck visiting, such Order is paid on the terms of prepayment 100% (one hundred percent) of the Order cost when the Order is placed.

4.5.2. If an Order is placed from 10 (ten) to 5 (five) days before the date of the Observation deck visiting, such Order is paid on the terms of prepayment 100% (one hundred percent) of the Order cost within 5 (five) days before the date of the Observation deck visiting.

4.5.3. If an Order is placed more than 10 (ten) days before the date of the Observation deck visiting, such Order is paid on the terms of prepayment as follows:

-70% (seventy percent) of the Order cost is paid within 5 (five) days when the Order is placed.

-the rest part of the Order cost is paid within 5 (five) days before the date of the Observation deck visiting.

4.6. Since the Order within Group visit is placed, the date and the time of the Observation deck visiting cannot be postponed and/or changed. Buyers or the Buyers' organizer have the right to update the tickets number, in the manner and under the conditions of the present Agreement.

4.7. In the event that a group of Buyers does not arrive by the time of visiting the Observation Deck specified in the Order, or is more than 30 (thirty) minutes late, the services of the Observation Deck are considered to be properly provided, and the money paid is not refundable.

4.8. Buyers or the Buyers' organizer have the right to cancel paid Order or Online order partly or completely.

4.9. Order or Online order may be cancelled by Buyers or the Buyers' organizer directly at the PANORAMA360 Observation deck location: floor 89, bld. 12, Presnenskaya Embankment, Moscow, Russia, from 10 AM to 8 PM 7 days a week.

4.10. In order to process complete or partial Online order cancellation, Buyers or the Buyers' organizer should have a personal identity document and an e-mail received after the payment with number, bar-code and data of the order. Confirmation mentioned above should be presented on paper.

4.11. Complete or partial Online order cancellation is made on the basis of a Buyer's written application on form offered by Seller.

4.11.1. Written application from a Buyer on form offered by Seller is considered within 5 (five) working days since the application has been sent.

4.12. In case of complete or partial Order cancellation, Seller has the right to recover actual expenses from a Buyer caused by Buyer's refusal.

4.12.1. In case of Order cancellation not later than 10 (ten) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for the tickets make 0% (zero percent) of the cancelled Tickets cost.

4.12.2. In case of Order cancellation from 10 (ten) to 3 (three) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for the tickets make 100% (one hundred percent) of the cancelled tickets cost. On doing so the Seller has the right, having technical opportunity, to transfer 30% (thirty percent) of the cancelled Tickets cost to another date and time under Group visit terms.

4.12.3. In case of Order cancellation less than 3 (three) days before the date of the Observation deck visiting, indicated in the Order, the Seller's actual expenses for the tickets make 100% (one hundred percent) of the cancelled tickets cost.

4.13. Refund of completely or partly cancelled Order within Group visit is made within 30 (thirty) working days since the Seller has made a decision on the results of the Buyer's application examination according to clause 4.11. of the present Rules.

4.14. Refund of completely or partly cancelled Order or Online order via the Website and paid by bank card, is only made to the account of the card from which the payment has been made.

5. Visiting PANORAMA360 Observation deck

5.1. To visit PANORAMA360 Observation deck Buyer/Buyers are obliged to come on certain date and time indicated in the Order or Ticket.

5.2. Visiting PANORAMA360 Observation deck by Buyer/Buyers is regulated by Visiting Rules to visit PANORAMA360 Observation deck, established by the Seller and posted on the Website.

5.3. When receiving and paying for the Order, a Buyer is obliged to present individual Order number or Online order bar-code, received after the payment. Individual number or Online order bar-code may be presented on paper or in electronic format (in the screen of electronic device to scan Online order bar-code, in this case the device should not have reflective surface).

5.4. Only a person who fixed the Order, or a person who paid for the Order, Buyers' organizer, or an authorized person, indicated by these people, has the right to get the paid Order.

5.5. Observation deck visiting on one Ticket is possible only once and only for one Visitor of the particular ticket category.

5.6. Buyer is responsible on his own for safety and protection from revealing individual Order number or Online order bar-code.

5.7. Buyer is fully responsible for minor children and agrees that a minor child as well as a Buyer may be refused Observation deck visiting on the Online order in case the age limits violations, and also breaking the Rules to visit PANORAMA360 Observation deck. Seller reserves the right to demand the document, confirming Visitor's age. In the absence of such document Seller has the right to refuse Observation deck visiting to such person.

5.8. Children under 6 (six) have the right to visit Observation deck for free accompanied by parents or other legal representatives with valid Ticket. In case of non-obvious age assessment, Seller reserves the right to demand the document, confirming child's age. In the absence of such document Seller has the right to refuse Observation deck free visiting to the child. Not more than 2 (two) children under 6 (six) are allowed to visit Observation deck for free accompanied by one parent or another legal representative. In case the limit for Observation deck free visiting is exceeded, a Ticket for children is issued for the third and subsequent child.

5.9. Visitors to the PANORAMA360 Observation Deck carrying bulky baggage, carriages, bicycles, or other objects whose aggregate dimensions (except as expressly stated)—that is, the sum of length, width (two diameters or axes at the roll base), and height—exceed 150 cm, long objects whose length exceeds 220 cm. For the ease of access for visitors carrying baggage, carriages, bicycles, etc., the Observation Deck shall have special lockers/a special cloakroom in place. To enjoy a comfortable visit to the Observation Deck, the use of these lockers/this cloakroom shall be offered to the Visitors. The Observation Deck shall not be held liable for any

property (money, cellphones, documents, keys, etc.) left in the pockets of outdoor clothing or other items left in lockers/cloakroom.

6. Other terms

6.1. Buyer agrees that:

6.1.1. Seller has the right to suspend or stop Ticket and/or Gift cards sale, and/or Merchandise sale at the Observation deck Ticket office or via the Website without explanation and prior notice to a Buyer. The sale stop or suspension may be caused by, including but not limited to, the Buyer's breaking of the present Agreement and/or technical circumstances arising, such as disruption in the Website work, in the payment systems work, communication systems, etc.;

6.1.2. Website may contain links to other web resources. On doing so the Seller is not responsible for these resources availability, their content, and also any consequences which may arise out of use of the content of these resources.

6.1.3. Newsletters related to the Seller's activity and promo materials may be sent to a Buyer via contact phone number and/or e-mail address, submitted by a Buyer while making Online order.

6.1.4. Seller has the right to involve third parties to fulfil its obligations under the present Agreement;

6.1.5. The data submitted by a Buyer on the Website, may be made available by the Seller on request from official bodies and persons authorized to request and receive such information in accordance with current legislation of the Russian Federation;

6.1.6. Service is provided "as is", as it is available at the moment of provision, on doing so no guarantees, direct or indirect, are provided (including, but not limited, guarantee to use the Service in particular purposes).

6.1.7. Seller is not responsible for weather events and other weather conditions, which have influenced directly or indirectly, or may influence on the Observation deck services provision.

6.1.8. Picture or/and image of the Observation deck visitors, got during photo or/and video shooting at the Observation deck special areas, can be used in any manner, including commercial purposes.

6.1.9. Present Agreement may be changed by the Seller unilaterally out of court by posting a new text of the Agreement on the Seller's website pnr360.ru. Current version of the Agreement is the one posted on the website at the moment of its use (during payment for a Ticket and/or Gift card, and/or Online order by a Buyer).

6.1.10. Seller does not guarantee recovery of an e-mail with number, bar-code and data of the Order, confirming Online order, received by a Buyer after the payment, in case of its loss.

6.1.11. In case of impossibility to visit Observation deck due to the Seller (including force majeure circumstances), it refunds Online order cost to the Buyer under the terms of clauses 3,4 of the present Agreement.

6.2. Seller is not responsible

6.2.1. For bank's actions, electronic payment systems providing money transfer within present Agreement;

6.2.2. For delay, failure, impossibility and lateness of delivery, deletion and not keeping any data, and also for mismatch between the Service provided and Buyer's demands or expectations;

6.2.3. For any loss or damage caused to a Buyer, including but not limited, as the result of any actions (the Seller does on the Website), in the Service provision order, also as the result of stop or suspension of the Service provision, deletion, disruption, or not keeping any preserved or transferred data, inaccuracy and/or unreliability of the Buyer's data;

6.2.4. In case force majeure circumstances occur, among which are, including but not limited, natural disasters, military operations, state-wide crisis, strikes in a branch or in the region, actions and decisions of state bodies which objectively prevent of fulfillment of the obligations under the present Agreement, also telecommunication and/or electrical outages, malicious activities, unscrupulous acts by third parties, such as actions aimed at unauthorized access and/or disabling Seller's software and hardware systems;

6.2.5. If a Buyer breaks the Visiting rules to visit Observation deck.

6.3. Seller's responsibility to a Buyer is limited by the cost of paid Tickets, and/or Gift cards, and/or Merchandise.

6.4. Seller determines the cost of the Observation deck visiting and the Merchandise on its own. Information on the present cost of Visit and Merchandise, also on the changes in the cost of Visit and/or Merchandise is offered to Buyers at the Observation deck entrance area and is posted on the Observation deck official Website by the Seller. Tickets cost at the ticket office and on the Internet may differ.

6.5. Any dispute or controversy between the Parties relating to the present Agreement are settled by negotiations. Present Agreement provides for pre-court dispute resolution.

6.6. All claims are sent by registered mail with return receipt to the legal address of the LLC "SP-Capital": office 4414, 6 bld. 2, Presnenskaya Embankment, Moscow, 123112. Examination of a claim makes ten calendar days since its receipt by the Party.

E-mail address for applications: control@pnr360.ru

6.7. In case of not reaching agreement by pre-court dispute resolution, all consequent disputes related to the present Agreement implementation by the Parties, are resolved in court under current legislation of the Russian Federation.

CEO
LLC "SP-Capital"

A.N. Shakaryan