

User Agreement on the Terms of E-Tickets Booking and Payment on the Website

1. BASIC TERMS & DEFINITIONS

- 1.1. AGREEMENT is the current User Agreement.
- 1.2. Client (User) is the individual over 18 y.o., using the Bankcard based on the agreement with the card-issuing bank, registered on the Website and using the Website for information, booking and purchasing E-Tickets.
- 1.3. Agent is “AVANGARD TRAVEL GROUP”, LLC
ITN 7841027155, PSRN 1157847276003
- 1.4. Website is the website <https://avangard-travel.com> designed for publishing and booking available tickets
- 1.5. Ticket is the document issued in a strict format set blank
- 1.6. E-Ticket is the electronic format of the Ticket or printed on a paper carrier confirming the payment for the service on the Website. The E-Ticket is NOT the Ticket providing the visit to the Museum
- 1.7. Order is the Website formed request for purchasing ticket. The Order Price is determined by the Parties for each Order and based on current pricing rate for the time of Order.
- 1.8. Payment is the money transfer determined by Order Price to Agent’s bank account with the use of bankcard.
- 1.9. Event is the sightseeing tour or any other event that shall be visited upon Ticket presentation only.
- 1.10. Refund is a refund to the Client’s bank formed in accordance with the terms and conditions of this Agreement.
- 1.11. Payment system is a group of financial institutions united by contract that have software, hardware and technical tools to perform calculations between the Agent and the Client.

2. Scope of the Agreement



- 2.1. This agreement shall govern the Client's actions arising when the Client receives information and creates the Order by purchasing the E-Tickets on the Website.
- 2.2. This Agreement is the bind contract between the Client and the Agent that shall regulate the required Client's actions order for booking Tickets recognized by the articles 426-428 Civil Code of the Russian Federation as the Public Contract

3. Agreement Validity Term

- 3.1. This agreement comes into force from the moment when the Client fills out the Order Form on the Website
- 3.2. The Agent reserves the right to make corrections to this Agreement by publishing new Agreement edition without any further notice to the Client. Hereby the Client acknowledges and agrees that the Client shall read the updated edition of the Agreement by creation the Order. The Agreement Text is always available at <https://avangard-travel.com>
- 3.3. The Client's consent to the terms of the Agreement is immediately confirmed by clicking on the "Proceed to Payment" in the Order Form.
- 3.4. The Client is entitled to refuse the Agent's changes to the Agreement that means the Client's discontinuing use of the Website booking services

4. Parties Rights and Duties

- 4.1. The Client is bound by the terms and conditions of this Agreement
- 4.2. The Client has the right to execute the Order in accordance with the Agreement terms on the Website
- 4.3. The Client must not reproduce, repeat, copy, re-sell, distribute, post the material on the Website, including the Tickets offers and Ticket Pricing
- 4.4. The Client visits the venue only with Tickets exchanged to the E-Ticket

5. Agent's Rights and Duties



- 5.1. The Agent provides the Client with the ability to process the Ticket Order by Agent's Website in accordance with the Agreement Terms
- 5.2. The Agent is bound to indicate the Ticket Price available for the Order.
- 5.3. The Agent is unilaterally entitled to change the Ticket Pricing rate on the Website. However, the pricing rate for the previously bought tickets must remain the same.

6. Ticket Purchase and Refund Rules

6.1. Payment Currency

- 6.1.1. Subject to the legislation of the Russian Federation money amounts transferred from the Client's bankcard shall in Russian currency, ROUBLES.

6.2. Procedure for Payment by Bank Card

- 6.2.1. After selecting desired Tickets, the Client proceeds to the Order Form by pressing the "BUY" selection and undertakes all the stages to create the Order.
- 6.2.2. The Client may refuse to proceed to unpaid Order at any time prior the Order has been completed.
- 6.2.3. By forming the Order the Client is automatically redirected to the Acquiring Bank system Site to verify the Client's bankcard data. When the Payment is successfully processed, the amount of money equal to the Order Value is debited from the bankcard
- 6.2.4. In case of the Order non-payment and/or unsuccessful payment, the Client has the right to form a new Order and complete its payment in accordance with Clause 6.2.1-6.2.3.
- 6.2.5. When the Agent gets informed by the Acquiring system about the successful Payment, the Client receives the mail to his processed email address with attached E-Ticket
- 6.2.6. The Client shall receive actual Tickets to the venue from the Agent's manager not later than 10 min prior the event (sightseeing tour)
- 6.2.7. To receive the actual Ticket the Client shall produce E-Ticket to the manager either electronic variant or on the paper carrier.
- 6.2.8. E-Ticket shall be used one time.

- 6.3. The Agent has the right to refuse a Ticket under the following conditions:
- the payment system notifies the Agent of the actual or alleged fraudulent transaction performed by the Client’s bankcard;
 - the Tickets under the relevant Order have already been issued to the Client
- 6.4. In case of the Agent’s refusal of Tickets delivery for the reasons specified in Clause 6.3., the Client’s failure to receive the Tickets shall be acknowledged by the Parties as the Client’s fault and relieves the Agent from Payment Refund. If the Client has not actually received the Tickets for the respective Order in the period specified in Clause 6.2.6, then the Agent determines this case as the reason to terminate obligations under the Agreement on a one-party basis and consider the obligations to the Client to have been discharged in full.
- 6.5. In case of the Client’s unilateral Tickets waiver regulated by this Agreement, the Client is entitled to Refund of the amount paid by processing the Order in accordance with Clause of this Agreement.
- 6.6. Payment Security
- 6.6.1. The Client shall commit payments with owned bankcard.
- 6.6.2. The Acquiring Bank provides Payment security by employing updated protocols and technologies. Payment security is ensured by updated Internet security protocols
- 6.7. Order Cancellation
- 6.7.1. The Agent has the right to cancel the Order under the conditions pointed in Clause 6.2.4
- 6.7.2. The Agent has the right to cancel the relevant Order upon booking period of 30 min expires and without any information about the successful payment of the Order.
- 6.7.3. The Agent has the right to cancel the Order in case of technical issues of program complex by rendering the Order.



In this case, the Order Price is refunded to the bankcard used for the Payment

6.8. Refunding Rules

6.8.1. Rules of the Refund on the Client's application

- Payment Refund is carried out only for the Website Orders of the Agent paid by bankcard and not used to pass to the event.

6.9. To Refund the Tickets the Client shall submit the application form and proceed it to the email info@avangard-travel.ru

- In the application form the Client shall specify: Personal ID (First Last and Middle Name, if any), ID/code of the E-Ticket, ID of the passport, email address specified by the Order, 4 last digits of bankcard used by Payment, date and amount of Order
- In case of late Refund application confirmation on visiting day after 9.00 AM, the Agent is entitled Not to commit the Ticket Refund.
- Partial Refund is not applicable. The Refund happens for all Tickets ordered and paid. The Refund is delivered to the Client's bankcard within 10 working days from the Agent has received and confirmed the application.

6.10. In case of the Agent's Payment Refund for the Order in accordance with this Agreement and the Russian Federation legislation, the Parties have agree that the Refund given by the Agent with regard to any Payment under the relevant Order shall be recognized by the Parties as a reasonable ground for the Agent to terminate obligations and consider the obligations to the Client to have been discharged in full.

6.11. The date of Refund shall be deemed to be the date of cash write-off from the Agent's account. The Agent is not responsible for any further movements of funds.

7. Privacy Policy

7.1.

The Agent undertakes not to disclose the information received from the Client. The data disclosure to the Third Parties is not considered to have been violated when the Party requires this data to provide services to the Client and proper work of the Website

- 7.2. The Client's data shall be processed in accordance with applied laws of the Russian Federation. The Agent processes the Client's data to provide services, examine and analyze the data for contacting the Client. The Agent shall undertake all necessary measures to protect the Client's data from unauthorized access and its disclosure
- 7.3. By accepting the User Agreement, the Client expresses consent to the treatment of personal data with or without automation tools including its collection, systematization, accumulation, storage, refinement, dissemination of personal anonymization as the performance of the Agreement and the actions determined by Federal Law N 152 "On Personal Data" from July 27 2006
- 7.4. The Agent is not responsible to verify the Client's personal data, neither to check its accuracy. The Agent assumes that Client provides accurate relevant data that is the Client's potential responsibility.
- 7.5. The Agent shall use the Client's provided personal data to ensure the compliance with the applicable laws (including prevention and/or curtailment of any abusive or possible illegal Client's practices). The Client's personal data shall be disclosed only in compliance with the applicable law by the demand of the Court, law enforcement institutions or in other law-abiding cases

8. Limitation of Liability



- 8.1. The Agent makes every effort to ensure the proper functioning of the Site. However, the Agent cannot guarantee to respond fully the Client's demand that the Site will be error free, uninterrupted and its function will be quick and secure.
- 8.2. The Client exploits the Website and its functionality at own risk.
- 8.3. The Agent is not responsible for the contracts signed between the Client and the third Parties.
- 8.4. At any moment, the Agent is unilaterally entitled to cease the Website operation as a whole or its any section without prior notifications of the Client. In this case, all previously purchased tickets remain valid.
- 8.5.. In case of force majeure or prompt technical failures of the Site by the Third Parties that manage the Website or due to the actions of the Third Parties aimed to stop Website functioning, the Site may be suspended without any notifications to the Client
- 8.6. The Agent is not liable for non-fulfilment or improper fulfillment of their obligations due to the use or inability to use the Site.
- 8.7. The Agent is not responsible for the timing of Bank payments or payments made by other institutions.
- 8.8. Under any circumstances the Agent's liability to the Client is bound to the Ticket Price
- 8.9. Parties are exempt from liability for total or partial failure of their responsibilities in case of force majeure happened after the Agreement enters into its force or emergent event that Parties could predict or prevent.
- 8.10. The Agent shall not be responsible for disputes and payment disagreements between Payment system and \or lending institutions.



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9. Final Provisions

- 9.1. This document constitutes the entire agreement between the Client and the Agent and establishes the terms of Website Use for receiving information, creating Order and Purchasing Tickets. In case of contradictions, the edited Website version of the Agreement text must prevail.
- 9.2. Federal Law of the Russian Federation shall govern all the cases not specified in the Agreement between the Client and the Agent.
- 9.3. In case of the Agreement contradictions and its scope, the Agent and the Client shall endeavor the efforts to reach negotiated solution. In case it is not possible, disputes shall be settled according to the Federal Law of the Russian Federation.
- 9.4. In case if any Agreement part is judicially found void and enforceable; it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to the terms.
- 9.5. With the Client's agreement with the Agreement text or processes consent by actions pointed in 3.3 paragraph of the Agreement, the Parties acknowledge the Client's consent with signature

Higora Anatoliy Urievich
Chief Director of "Avangard Travel Group", LLC