USER AGREEMENT

1. BASIC TERMS

1.1. Foundation – a non-profit organization "The Link of Times" Cultural Historical Foundation.

1.2. Foundation website – a website located at <u>www.fabergemuseum.ru</u> domain which belongs to the Foundation.

1.3. Event – a guided tour to the "Fabergé Museum" exposition or any other service in the sphere of culture, which is provided by Foundation on the basis of a ticket.

1.4. Ticket office of Foundation – ticket office that sells tickets for visiting events of the Foundation.

1.5. Client (user) - a person over the age of 18 or an authorized representative of a legal entity who, using the website to attain information and purchase tickets to visit events.

1.6. Ticket (voucher, electronic ticket) - document printed on an invoice form purchased at ticket office of Foundation which grants holder the right to enter the "Fabergé Museum" exposition.

1.7. Electronic ticket - a document that grants the right to visit events of the Foundation, purchased at Foundation website. Electronic ticket has a unique barcode that is generated automatically and is send to Client's email.

1.8. Voucher - a document that is formed during ticket order at Foundation website that shows a number of the order and confirms fact that a Client purchased the right to visit events of Foundation at Foundation website. Voucher has no barcode, it can't be identified by access system and must be exchanged at the Foundation ticket office for a ticket on the day of visit.

1.9. Order – Client's action that has a unique identification number and is aimed at paying for a ticket to events with help of Foundation website.

1.10. Refund – a return of money payed for ticket to a Client.

1.11. System (payment system) - the aggregate of the financial institutions, united on a contractual basis, as well as the programs, devices and technical aspects of "Ticketnet", which provide the informational and technological interaction required for the settlement of accounts between the Client purchasing a ticket and the Foundation, which sells the tickets.

1.12. Payment system rules - summary of documents regulating the activities of the Visa and Mastercard payment systems.

2. PURPOSE OF AGREEMENT

2.1. Client Agreement (Agreement) functions as a contract between the Client and the Foundation and regulates the Client's use of the Foundation website to order tickets to events of the Foundation.

2.2. The Client's consent to the conditions of the current Agreement is expressed by his e-mail address being entered on the registration form while reserving tickets.

2.3. The Agreement goes into effect the moment the "order" button is pressed when reserving tickets.

2.4. The Foundation reserves the right to make changes to the current Agreement without additional communication with the Client and notifies the Client (and the Client at this time accepts and agrees to this) that the Client must familiarize himself with the text of the Agreement as to any changes upon each new order. The text of the Agreement is always located on the Foundation's website.

2.5. Rules of purchasing and returning of tickets are regulated by local normative acts of Foundation – terms of ticket sales, confirmed at Foundation and available for public familiarization.

2.6. The currency of the account of monetary funds from the Client's bank card, as well as refund of monetary funds to the Client's bank card shall be Russian rubles.

2.7. Payment security is ensured via the acquiring bank, operating on the basis of modern technologies and protocols developed by international payment systems Visa International and Mastercard Worldwide (3D-Secure: Verified by Visa, Mastercard SecureCode). The processing of confidential cardholder data is produced in the processing center of the acquiring bank, the certified by PCI DSS standard. Security of information transmitted is provided with modern security protocols on the Internet.

3. PROCEEDING THE ORDER

3.1. Proceeding of an order is done in a following order:

1) Client has to choose event and indicate the number of tickets purchased (not more than 4)

2) Online registration: the Client is obliged to complete all fields in the registration form (electronic application) online when reserving tickets and is required to:

 \cdot enter the last, first and middle names of the individual receiving the tickets at the Foundation ticket office;

 \cdot indicate a working e-mail address belonging to said Client and by doing express his consent to the conditions of the Agreement;

· indicate a working phone number belonging to said Client;

 \cdot in case all actions were performed correctly by a Client, a voucher will be formed at the website to pay the order.

3) In order to pay for the order, the Client shall be transferred to the system website where the Client's bank card data shall be checked. Upon successful payment, a sum in the amount of the order shall be deducted from the bank card's account. Upon successful payment, the Client shall receive a link to a voucher for reprinting in the e-mail address indicated during the checkout process.

4) Client should print the final document confirming the payment (electronic ticket of a voucher) that was sent them via email or should save a text message that has information on number of order and was sent to Clients telephone number to later be shown at an entrance to event.

4. EXCHANGE OF A VOUCHER TO A TICKET

4.1. Voucher must be exchanged for a ticket printed on an invoice form. The exchange of a voucher for a ticket shall occur at the Foundation ticket office on the day of the visit. For tickets on which the time of the viewing is printed, the exchange shall take place in the 20 minutes preceding the event. For all other tickets, no later than 20 minutes before the closure of the exposition.

4.2.To receive tickets, the Client must present both a document verifying his identity and either or a printed voucher or the number of a voucher. The voucher number shall be indicated in the message sent to the Client's e-mail address.

4.3. The Foundation has the right to refuse to distribute tickets to a Client in cases of: a) reception of information from the system about the committing of, or suspicion of attempts to commit, crimes using the Client's bank card; b) tickets for this order having already been given to the Client; c) the impossibility of identifying the identity of the ticket receiver; d) the refund of payment for the order to the Client's payment system before the Client comes to the cashier to receive said ticket; e) the inconsistency of the Client's personal data (last, first and middle names) indicated on the voucher and the document provided by the Client to attest to their identity.

4.4. The parties agree that in the case of the Foundation's refusal to give a ticket based on the reasons in para. 4.3., the Client's failure to receive a ticket for the given order shall be recognized by the Foundation and the Client as the fault of the Client and the Foundation shall not be held to refund the Client the sum paid for the given order.

4.5. If the Client fails to receive a ticket within the period specified in P. 4.1, then this fact is a sufficient basis for the Foundation to terminate its obligations under this Agreement unilaterally in accordance with the terms of the Agreement and to consider its obligations to the customer satisfied entirely.

5. CANCELATION OF AN ORDER

5.1. In cases where no confirmation of a successful sale is received from the system, the Foundation has the right to cancel the order within 2 (two) hours after the Client completes it on the website.

5.2. The Foundation has the right to cancel an order in cases of software errors during order execution. The cost of the order in such cases shall be returned to the bank card used to complete the payment.

5. REFUND

6.1. Refunds are provided in following cases:

- \cdot Event cancellation or schedule changes.
- \cdot Technical errors responsible for faults in order forms or payment, or order cancellation.
- \cdot Upon customer's request in case the request was received before the event started

Cancellation notice of the order and the notice of need to refund the customer must directed to the Foundation by phone +7 812 333-26-55 or e-mail 3332655@fsv.ru no later than 2 hours before the event. If notice of

cancellation of services was received by the deadlines specified in this paragraph, the money for the ticket equal to the paid price to be returned to the Client at his request in accordance with the established form.

6.2. The parties agree that the Foundation's refunding of an order in accordance with the conditions of the current Agreement and/or international payment system rules and laws of the Russian Federation shall be considered by the parties as sufficient cause for the Foundation to relinquish its responsibilities as stated in the current Agreement and consider its responsibilities to the Client fulfilled in their entirety.

6.3. Date of refund. The date of the refund shall be considered the date upon which the money was withdrawn from the Foundation's account. The Foundation carries no responsibility for the further routing of the refund.

6. CLIENT RIGHTS AND RESPONSIBILITIES

7.1. The Client has to fully adhere to the conditions of the current Agreement.

7.2. The Client has the right to carry out an online order (not more than 5 tickets a time) and refund in accordance with the conditions of the current Agreement.

7.3. The Client has the right to cancel an unpaid order at any time before final order confirmation and payment completion.

7.4. The Client does not have the right to reprint, reproduce, copy or resell the information on the website, nor place it on other websites or use it for commercial or advertising purposes; this also extends to information on the tickets available on the website as well as the prices on said tickets.

7. FOUNDATION RIGHTS AND RESPONSIBILITIES

8.1. The Foundation presents the Client with the ability to order tickets though the Foundation's website and to refund them in accordance with the conditions of the current Agreement.

8.2. The Foundation is required to indicate the prices of all tickets available for sale on the website. Ticket orders for categories of citizens receiving benefits are not available on the website.

8.3. The Foundation has the right to unilaterally alter the prices of tickets available online without altering the price of tickets which have already been paid for.

8.4. The Foundation has the right to send Clients informational messages in connection to services rendered (including order fulfillment).

8. CONFIDENTIALITY OF INFORMATION

9.1. The Foundation is obliged not to divulge any information acquired from the Client. Rendering of said information by the Foundation to individuals acting under contract with the Foundation for the sake of fulfilling its responsibilities to the Client shall not be considered a violation of this confidentiality. The Foundation shall make the Client's personal data available only to those employees, contractors and agents who require said data to ensure the functioning of the website and its services for the Client.

9.2. Processing of the Client's personal data shall be undertaken in observance with the laws of the Russian Federation. The Foundation shall process the Client's personal data for the purpose of rendering services, tests, research and analyses of said data to the Client and for connecting to the Client. The Foundation shall take all measures necessary to safeguard the Client's personal data from illegal access, dispersal, change, disclosure or destruction.

9.3. By agreeing to the user Agreement online, the Client consents to the automated and and non-automated processing of personal data, including, but not limited to, collection, systematization, accumulation, saving, elaboration, use, diffusion, (including transmission), depersonalization, blocking, and deletion of personal data provided by the Client as regards the fulfillment of the current Agreement, as provided for by federal law n 152-fl of 27.07.2006, "on personal data."

9.4. The Foundation does not check the authenticity of personal data provided by the Client and does not exercise control over its actuality, but rather proceeds under the assumption that the Client provides accurate and sufficient personal data as requested by the questions in the registration form, and maintains this information in their present situation. All responsibility for the consequences of providing inaccurate or not up-to-date personal data shall be bored by the Client.

9.5. The Foundation has the right to use the information provided by the Client, including personal data, for the purposes of ensuring the observance of the demands of the applicable legislation (including for the purpose

of reporting and/or suppressing illicit and/or unlawful acts on the part of the Client). The disclosure of information provided by the Client may be carried out only in accordance with applicable, current legislation on court order, law-enforcement or other cases provided by law.

9. LIMITS OF LIABILITY

10.1. The Client shall utilize the website and the functions it provides at his own risk. The Foundation bears no responsibility, including in relation to the website, for the goals and expectations of the Client.

10.2. Nor does the Foundation bear any responsibility whatsoever for any Agreement between the Client and a third party.

10.3. The Foundation has the right to unilaterally cease the functioning of the website completely or in part at any time without warning to the Client. The Foundation bears no responsibility for the temporary or permanent cessation of the website's functionality.

10.4. The Foundation makes every possible effort to ensure the normal work-capacity of the website; however, the Foundation bears no responsibility for the failure to carry out, or improper execution of, the responsibilities stated in the Agreement before the Client by the way of reimbursement for damages (losses), direct or indirect, as a result of a lack of functionality on the website.

10.5. In cases of the onset of force-majeure conditions, as well as crashes or malfunction of third-party computer systems utilized by the Foundation, or actions (or inactions) of a third party which lead to the interruption or cessation of the website's functionality, interruption to the website is possible without any notification to the Client.

10.6. The Foundation bears no responsibility for the duration of the execution of payment by banks or other organizations, including as concerns refunding payment to the Client.

10.7. In any situation, the Foundation's responsibility before the Client is limited to the value of tickets acquired by the Client.

10.8. The parties shall be excused from responsibility for full or partial failure to fulfill their duties, if such failure is the result of actions of insurmountable circumstances arising after the Agreement went into effect, as a result of an event of extreme nature which the parties could not have foreseen or prevent by reasonable means.

10.9. The Foundation bears no responsibility for arguments or disagreements as to payment arising between the Client and system and/or credit institution.

10. CONCLUDING PROVISIONS

11.1. The current document is an exhaustive Agreement between the Client and the Foundation, which defines the conditions for utilizing the website. In cases where contradictions arise, the text of the Agreement located on the website shall have priority over any other version.

11.2. In cases not provided for by the Agreement, the relationship between the Foundation and the Client shall be regulated by the legislation of the Russian Federation.

11.3. In cases where disagreements and arguments concerning the Agreement and the scope of its effect arise, the Foundation and the Client shall make every possible effort to come to a negotiated solution. In cases where it is impossible to resolve arguments through negotiation, they shall be settled through the arbitration of the court of the city of Moscow.

11.4. The Client hereby confirms that he has read and fully accepts (without any additional provisions) the conditions of the current Agreement. The Client is hereby obliged to fully observe all conditions and stipulations of the current Agreement in his interactions with the Foundation.

11. INFORMATION SUPPORT

12.1. For questions unrelated to payment, the Foundation can be reached at: +7 (812) 333-26-55; (from 10.00 to 19.00 daily) or by e-mail at: <u>3332655@fsv.ru</u>