



IE Kalugina Oksana Viktorovna  
PSRN 320554300054151 / TIN 550606493053  
354392, Krasnodar Territory, Sochi, Estosadok village,  
Pereselenchskaya st., 35  
Hotline: 8 (800) 551 75 61  
Booking Department: 8 (800) 551 75 61  
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Approved by:

Kalugina O.V. (Grace Calypso)  
Individual Entrepreneur

February 22, 2022

L.S.



## **PUBLIC OFFER to Conclude a Hotel Service Agreement**

### **Sochi**

#### **1. General**

This document is an official proposal (public offer) of Kalugina Oksana Viktorovna Individual Entrepreneur, hereinafter referred to as the “Contractor,” including all material terms and conditions for the booking, payment and provision of rooms to consumers in the Accommodation Facility, namely, the Grace Calipso hotel.

In accordance with Paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter, the “Civil Code”), in case of acceptance of the below terms and conditions and payment for services, a legal entity (including that having concluded a separate agreement to pay the Contractor for services rendered for the benefit of third parties) or an individual (acting for his/her benefit or for the benefit of minor children) accepting this offer, becomes the Customer (in accordance with Paragraph 3 Article 438 of the Civil Code, the offer acceptance is equivalent to concluding an agreement on the terms outlined in the offer).

In view of the foregoing, we recommend that you carefully read the text of this public offer and if you do not agree with any provision, you may refuse to purchase services.

The Contractor, Kalugina Oksana Viktorovna Individual Entrepreneur, acting on the grounds of Certificate of State Registration of an Individual Entrepreneur No 320554300054151 dated October 15, 2020, the provision of hotel services is carried out in accordance with: Certificate of assignment of category of 4 STARS No. AA-021-1 to the hotel Grace Calipso. Certificate validity period: from November 03, 2020 to November 02, 2023, hereby concludes an agreement on rendering hotel services to the population on the territory of the Accommodation Facility, namely, the Grace Calipso hotel, located at the following address: 354392, Krasnodar Territory, Sochi, Estosadok village, Pereselenchskaya st., 35, with any legally capable individual or operating legal entity, which for the purposes hereof, shall be referred to as the “Customer,” that has accepted the terms of this Offer, by performing the actions indicated in Section 4, Clauses 3.5, 6.5, and 6.14 as follows.

#### **2. Terms and definitions used herein:**

**Offer** shall mean this document, i.e., a public offer to conclude a hotel and related service agreement with Kalugina Oksana Viktorovna IE.

**Offer Acceptance** shall mean the full and irrevocable acceptance of the offer by performing the actions indicated in Sections 6.5 and 6.14 hereof. The Offer Acceptance implies an Offer Agreement.

**Offer Agreement** shall mean a service agreement between the Contractor and the Customer, which is concluded through the Offer Acceptance.



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**Website** shall mean the Contractor's website at [www.en.grace-calipso.ru/](http://www.en.grace-calipso.ru/), as well as websites of the Contractor's partners, third parties engaged by the Contractor to render the services hereunder, containing information on the Services, the procedure and methods of payment for the Services as well as on the Terms of Use of the Services.

**Customer** shall mean any individual or legal entity that orders services via the Electronic Sales Channels for the benefit of the Consumer.

**Consumer** shall mean an individual who has the intention to order or purchase or who orders, purchases, and/or uses the hotel services exclusively for personal and other needs not related to business activities.

**Contractor** shall mean the possessor of right to the Accommodation Facility (hotel).

**Booking** shall mean a preliminary order for accommodation services with the Booking Request transmission via the Contractor's Electronic Sales Channels.

**Guaranteed Booking** shall mean a booking on the terms of a mandatory prepayment, for which a booking confirmation has been received.

**Booking Request** (hereinafter, the "Request") shall mean a document — containing detailed information on the Consumer, information on the services ordered for the Consumer, and information on booking of rooms (services) — the Customer sends to the Contractor's e-mail address or otherwise.

**Booking Confirmation (hereinafter referred to as the "Confirmation")** shall mean information on the Contractor's ability to render services to the Consumer under the received Request.

The Confirmation shall contain the following information: information on the booking provided (rooms, categories, accommodation price, and period of stay, the list of services included in the price of room (sleeping accommodation), and the list and price of other paid services provided by the Contractor for a fee, the purchase and payment terms, the list of arriving guests, and other conditions for rendering the hotel services. This information may be transmitted via the exchange of electronic communications using an e-mail address.

**Accommodation Facility** shall mean a hotel complex or an Accommodation Facility intended for the Contractor to render hotel and other additional services, **namely:**

the Hotel (Hotel complex) Grace Calipso, located at the address: Estosadok village, Pereselenchskaya st., 35, 354340 Sochi, Krasnodar Territory, used by the Contractor to render accommodation services and other additional services to Consumers.

**Notice** shall mean a written communication from one party hereto to the other party, which content refers to the fulfillment by the parties of their obligations hereunder.

**Rates** shall mean the cost of paid hotel accommodation services rendered by the Contractor, posted on the Contractor's website.

**Booking Rules** shall mean a document approved by the Contractor containing rules of booking in the Contractor's Accommodation Facility, which are binding on the Customer.

**Rules of Stay** shall mean a document approved by the Contractor containing the rules of stay in the Contractor's Accommodation Facility, which are binding on the Customer.

**Purchased services validity period** shall mean the period of rendering of services paid for by the Customer, in accordance with the current rates and prices.

**Contractor's e-mail address:** - [info@grace-calipso.ru](mailto:info@grace-calipso.ru)

For the purposes of interpreting the Agreement, as well as the documents drawn up by the **Parties** pursuant thereto, other terms and definitions shall be used in the generally accepted meanings.

### 3. Subject Matter of the Public Offer

3.1. The subject matter hereof is the Contractor's paid services rendered to the Customer in accordance with the terms and conditions of this Public Offer, current legislation, and Annexes to the Public Offer Agreement.

3.2. Public Offer with Annexes: Rates for Services (Annex No. 1), Booking Rules (Annex No. 2), Rules of



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3.3. Stay (Annex No. 3), and Resort Fee Regulations (Annex No. 4) shall be an integral part hereof, contain a full list of services that may be rendered hereunder, and the procedure for rendering such services, are published on the Contractor's website and are also available in a publicly accessible place in the Contractor's Accommodation Facilities at the above addresses.

3.4. The Contractor will render hotel services to the Customer in accordance with the Hotel Services Rules in the Russian Federation, approved by Resolution No. 1853 of the Government of the Russian Federation dated 18.11.2020.

3.5. The Contractor may amend terms and conditions hereof, the Rates, and other Annexes hereto — without prior agreement with the Customer or the Consumer, provided that such amendments are published in a publicly available place not later than three (3) calendar days after the Contractor approves the same.

3.6. The Customer's (Consumer's) payment for the services rendered by the Contractor, the Contractor's partners, and third parties selling the Contractor's services shall constitute an unconditional acceptance of this Public Offer.

3.7. The validity period of the Agreement concluded by acceptance of this Public Offer shall be equal to the validity period of the services paid by the Customer.

#### **4. Offer Acceptance and Offer Agreement Execution**

4.1. The Customer shall accept the Offer by the prepayment of the Contractor's services selected from the Price List, in respect of which the Offer Agreement is concluded.

4.2. The term for the Customer's acceptance of the Offer shall be unlimited.

#### **5. Terms and Procedure for Rendering the Services**

5.1. Having read the Rates for Services (Annex No. 1), Booking Rules (Annex No. 2), and Rules of Stay (Annex No. 3) posted on the Contractor's website, and having selected the type of service, the Customer will inquire the Contractor for the possibility of rendering the services.

5.2. A room may be booked by sending a request to the Contractor's Accommodation Facility:

- A request from the website;
- Via e-mail;
- Via phone: Booking Department +7 (862) 277 74 52; toll-free hotline 8 (800)551-51-77;
- Directly in the Accommodation Facility at the reception desk;
- A request from portals;
- A request from agents.

5.3. Based on the request, the Contractor, subject to the availability of rooms, will explain to the Customer the procedure for paying for services strictly in accordance with the Rates and Booking Rules.

5.4. Not later than 24 hours after receiving the booking request, the Contractor's Booking Department shall confirm the booking to the Customer, or refuse to satisfy the request.

5.5. In case of confirmation of the booking request, it will send the Customer an invoice for accommodation prepayment. Customers having booked accommodation shall make a prepayment for the first day of their stay. If the Customer has booked accommodation at the Nonrefundable rate, the prepayment will amount to 100%.

5.6. Once the invoice has been issued and sent to the Customer, the room specified in the invoice shall be deemed pre-booked.

5.7. The Invoice shall be deemed valid for the period indicated therein by the Contractor but for not more than five (5) banking days from the date of its issuance.

5.8. The accommodation services shall be paid for in the following manner:

- The cost of the first night's stay shall be paid within the period indicated in the Contractor's invoice but not later than five (5) business days from the invoice date. The invoice shall be sent to the Customer's e-mail



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address;

- The final payment for accommodation shall be made on the day of arrival at the Accommodation Facility in cash or using payment cards.

5.9. In case the Customer violates the stipulated payment deadline, the booking will be automatically canceled for the room.

5.10. A mandatory condition for a booking cancellation will be the Responsible Manager notifying the Customer by call, SMS notification, or e-mail to remind the Customer of the need to make a payment.

5.11. The Room shall be deemed subject to guaranteed booking at the time the prepayment is credited to the settlement account or handed to the Contractor's cash desk. Further, this amount will be included in the payment charged for the room.

5.12. The Contractor shall send the Booking Confirmation to the Customer via e-mail, with the information on the name (company name) of the Contractor, the Customer (Consumer), the category of the ordered room, and the price of room (sleeping accommodation), the duration of stay in the hotel, the booking conditions as well as other information determined by the Contractor.

5.13. The Customer shall pay for the Contractor's services, thereby confirming acceptance of the terms of the Contractor's offer.

5.14. The Offer Agreement shall take effect upon receipt of the booking confirmation by the Customer. The payment of the services under the Agreement for the Customer by any third party will not change the rights and obligations of the Customer under the Agreement.

5.15. The validity term of the Agreement concluded by acceptance of this Public Offer shall be equal to the term of the paid period of the Customer's accommodation.

5.16. The accommodation service will be rendered from the moment of the Consumer's arrival.

5.17. The accommodation fee shall be paid either in cash or with a bank card at the specified check-out time (local time zone) according to the approved rates for the respective room category.

5.18. In case of the Consumer's early check-in, the fee for the room shall be charged as follows:

- Not more than 6 hours before the check-in time — hourly rate;
- 6 to 12 hours before the check-in time — 50% of the room rate;
- 12 to 24 hours before the check-in time — 100% of the room rate.

In case of the Consumer's late check-out, the fee for the room (extension of the stay) will be charged as follows:

- Not more than 6 hours after the check-out time — hourly rate;
- 6 to 12 hours after the check-out time — 50% of the room rate;
- 12 to 24 hours after the check-out time — 100% of the room rate.

5.19. Early check-in to a pre-booked room at the Accommodation Facility and late check-out of the Consumer shall be subject to the reception desk manager's approval.

5.20. If the Consumer is late for more than 24 hours, a full night fee will be charged but not exceeding that.

5.21. Children aged 4 and younger will be accommodated free of charge when they are not provided with an extra bed at the Accommodation Facility. Children over 4 years old will be provided with an extra bed, and the fee will be charged accordingly.

5.22. If there are two children under 4 years old in the same room, one extra bed will be provided and the fee will be charged accordingly.

5.23. The Consumer will be accommodated upon presentation of a document certifying the identity in accordance with the legislation of the Russian Federation.

5.24. Minors under the age of 14 will be accommodated upon presentation of birth certificates of these minors, identity documents of their parents (adoptive parents, guardians), accompanying person(s), provided that such accompanying person(s) present the consent of legal representatives (one of them).

5.25. Minors of 14 and older, in the absence of legal representatives accompanying them, will be accommodated if they provide identity documents and the consent of their legal representatives (one of them).

5.26. Room change may be arranged by agreement of the Parties or in case of unforeseen circumstances that



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have occurred in the Accommodation Facility. Room change will be arranged by the duty reception manager.  
5.27. The Consumer shall be financially liable for any loss of or damage to the property at the Accommodation Facility in accordance with the legislation of the Russian Federation. The Consumer shall

also be liable for any violations by their visitors according to the property damage price list.

5.28. The rooms are nonsmoking areas. There are designated smoking areas at the Accommodation Facility. Violation of this provision will entail a fine charged as prescribed by the Russian Code of Administrative Offences.

5.29. Room guests' visitors may stay till 11.00 p.m., provided they have a visitor pass issued by the accommodation service.

5.30. In case the Consumer is not at his/her room and the fee is delayed for 2 hours after the check-out time, the hotel will appoint special staff to make an inventory of the Consumer's belongings and vacate the room.

5.31. Refunds for pre-paid guided tours will be provided if the Consumer notifies of the cancellation 24 hours before the scheduled time of the service. In all other cases, the money will be refunded only upon compensation for the Contractor's expenses.

5.32. If the Consumer has not used some of the services due to early check-out from the Accommodation Facility, the refund will be provided as follows:

- 48 hours before the check-out date, the Consumer shall contact the duty reception manager to request a refund (the Consumer shall present his/her passport and a copy of the receipt for the service paid);
- The Consumer shall fill out a refund request form for any earlier purchased services, indicating the grounds for the refund (early check-out);
- The duty reception desk manager will execute a set of documents for the refund (all documents will be sent to the Accounting Department, with correct processing required, so the refund procedure may take up to 30 minutes);
- The Consumer will sign a refund request form, a cash voucher, and the receipt issued as a replacement for the one returned;
- At the end of the procedure, the Consumer will receive a copy of the new receipt that indicates the fee for the services actually rendered and the amount to be refunded.
- If the Consumer notifies of the early check-out later than two (2) days before the departure date, the Contractor will charge a full daily rate.
- In case the Consumer has paid for the services with a bank card, the money will be refunded within ten (10) business days after the refund request approval. The refund will be credited according to the bank details indicated by the Consumer in the request.
- In case the Consumer stays for more than 15 minutes after the check-in, the money for the current day will not be refunded (the accommodation services shall be deemed to have been rendered by the Contractor).
- To receive a refund, the Consumer will be required to hand over the copy of the receipt confirming payment for the services rendered by the Contractor. The duty reception manager will be authorized to deny a refund if the receipt has been lost or if the Consumer refuses to return it.
- In case the accommodation fee was paid when booking a package tour via a travel company (Agent), the money paid may be refunded only by that Agent (travel company).

5.33. In case the Consumer is being removed from the Accommodation Facility due to gross violations of the Accommodation Facility rules or illegal actions against other guests or staff, the money for the unused services will be refunded only upon compensation for the Contractor's expenses.

5.34. The maximum duration of stay at the Accommodation Facility is six (6) months.

5.35. By signing the form of familiarization with the Rules of Stay at the Accommodation Facility, the Consumer also confirms that he/she has read and understood the following documents:

- Emergency regulations;
- Fire safety policy;
- Electrical appliance policy;



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- Rules of use of the swimming pool;
- Property damage price list;
  
- Rules of room booking at the Accommodation Facility;
  
- The Customer and the Consumer have been informed of free hotel Wi-Fi (connection speed up to 3 MB).

5.36. By signing the form of familiarization with the rules of stay, the Consumer will automatically agree to the processing of his/her personal data provided in the booking information card.

## **6. Cost of Services and Settlement Procedure Hereunder**

6.1. The accommodation price includes:

- Accommodation in a selected-category room;
- Use of the first aid kit;
- Delivery of correspondence received in the name of the guest;
- Waking up service;
- Provision of boiled water;
- Other services indicated in the Confirmation.

6.2. The Contractor's services not specified in the Confirmation, Payment Invoice, Agreement, and Annexes thereto will be considered additional and will be provided for an additional fee.

6.3. The cost of the accommodation service is set based on the rate of the Contractor's Accommodation Facility officially published on the website at <https://grace-calipso.ru/> taking, taking into account the Contractor's ongoing promotions as of the Agreement date.

6.4. In accordance with Federal Law No. 214-Φ3 On Experiment in the Development of Resort Infrastructure in the Republic of Crimea, the Altai Territory, the Krasnodar Territory, and the Stavropol Territory dated 29.07.2017 and the Law of the Krasnodar Territory dated 22.11.2017, the operator will charge a resort fee of 50 rubles per day per one individual over the age of 18 who plans to stay in the Accommodation Facility for more than 24 hours on the territory of the Sochi Resort City municipality during the following period: July 16, 2018 – December 31, 2022. The amount of the resort fee payable is not included in the room rate.

6.5. Hereunder, the Customer (Consumer) undertakes to pay for the services in the following manner:

- The Customer shall pay the cost of the first night's stay within the period specified in the Contractor's invoice but not later than five (5) business days from the invoice date. The invoice shall be sent to the Customer's e-mail address;
- The final payment for accommodation shall be made on the day of arrival at the Accommodation Facility in cash or using payment cards.

6.6. In case of late arrival, the Customer (Consumer) will be charged a fee equal to the cost of the first night's stay.

6.7. If the Customer stays no more than one (1) day, the payment shall be made in the amount of the full night fee.

6.8. In the Consumer stays in the room after the check-out time, the Consumer (Customer) shall make the payment independently at the Contractor's prices:

- Up to 6 hours after the check-out time — at the hourly rate;
- Over 6 hours but less than 12 hours after the check-out time — half the night fee;
- 12 to 24 hours after the check-out time — the full night fee;

6.9. Cancellation procedure (cancellation of booked services):

The Customer's refusal of the booked hotel services without penalties shall be declared to the Contractor in writing:

- Not later than fourteen (14) calendar days before the arrival date during the peak season (20.04 – 15.10);



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- Not later than ten (10) days before the arrival date during the off-season (16.10 – 19.04).

Late cancellation, as well as the Consumer's failure to arrive at the Accommodation Facility within 12 hours from the moment of the stipulated check-out time (in case of an uncanceled request), shall entail payment by the Customer (Consumer) of the night fee for the booked hotel services.

6.10. In case the Customer has paid for the services with a bank card, the money will be refunded within ten (10) business days after refund request approval. The refund will be credited according to the bank details

indicated in the relevant request.

6.11. The Consumers will pay for all additional services rendered by the Contractor to the cash desk at the Accommodation Facility. In case the Customer pays for additional services, the latter shall send a request to the Contractor and indicate the term and form of payment for additional services.

6.12. Settlements between the Parties will be made in rubles, both in cash and by bank transfer, using the methods agreed upon by the Parties herein, and will be deemed made from the moment the funds are credited to the Contractor's account at a credit institution, bank payment agent or handed over to the Contractor's cash desk.

6.13. If the Customer (Consumer) has booked a room in the Accommodation Facility for a certain period and was forced to leave earlier than this period, the Customer (Consumer) shall notify the Contractor of the change in the terms of stay 24 hours before leaving the Accommodation Facility. Otherwise, the Customer will pay the Contractor the actual expenses incurred by the latter in the amount of the night fee for the room.

6.14. The Agreement shall be deemed concluded once the Customer (Consumer) has received the booking confirmation.

6.15. The services will be rendered subject to the full payment by the Customer. The payment of the services under the Agreement for the Customer by any third party will not change the rights and obligations of the Customer under the Agreement.

6.16. The Customer shall monitor independently the changes in the Contractor's details indicated herein and shall be responsible for the correctness of its noncash payments.

6.17. At the Customer's discretion, the services may be paid in either of the following ways:

- Noncash, by wire transfer of funds to the Contractor's settlement account;
- Cash, at the Contractor's cash desk.
- With a bank card;
- Online via the link to the Internet Acquiring (the Booking Department manager will send the link).

- The payment shall be made via Ural Bank for Reconstruction and Development (UBRD) from the cards issued by the following payment systems:

- MIR,
- VISA International,
- Mastercard Worldwide.

The Customer's obligation to pay for the Contractor's services shall be deemed fulfilled once the prepayment / respective funds are credited to the settlement account or handed to the Contractor's cash desk.

## **7. Rights and Obligations of the Parties**

7.1. The Contractor undertakes to:

7.1.1. Render the selected and paid services to the Customer. Provide accommodation and meals for Consumers.



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7.1.2. During the validity term hereof, provide the Customer with the services paid for and specified in the voucher or receipt, in accordance with the current legislation, this Offer, and the current rates and prices.

7.1.3. Maintain confidentiality concerning the Customer's information obtained during the registration, except in cases provided for by the current legislation of the Russian Federation.

7.1.4. Render high-quality services. Take timely measures to prevent and regulate the violation of the quality of services rendered. Promptly inform the Customer of the changes in the structure of services provided hereunder and the terms of provision thereof.

7.1.5. Ensure observing fire safety requirements and sanitary norms and rules.

7.1.6. Render hotel services to Consumers in accordance with the Hotel Services Rules in the Russian Federation, approved by Resolution No. 1853 of the Government of the Russian Federation dated 18.11.2020.

7.2. The Contractor may:

7.2.1. Approve and amend the terms and conditions of this Offer, Rates, Rules of Stay, Booking Rules and

shall notify the Customer not later than three (3) calendar days before such amendments are made by posting information on the information forms and the Contractor's website. The Customer agrees and acknowledges that amendments to the Offer, Rates, Rules of Stay, and/or Booking Rules entail the introduction of such amendments in the Agreement concluded by and between the Customer and the Contractor, and these amendments shall take effect simultaneously with the amendments to the Offer.

7.2.2. Demand monetary compensation from the Customer for the losses incurred, in an amount of at least the value of the damaged (destroyed) property of the Contractor.

7.3. The Customer (Consumer) shall:

7.3.1. Provide, timely and fully, the information required for rendering the services as well as assist the Contractor in removing obstacles to the proper Agreement performance.

7.3.2. Observe the Hotel Services Rules at the Accommodation Facility and fire safety rules, Federal Law No. 15-Φ3 On Protecting Health of Citizens from the Exposure to Ambient Tobacco Smoke and the Consequences of Tobacco Consumption dated 23.02.2013.

7.3.3. Accept and pay for the services rendered by the Contractor in full.

7.3.4. Timely pay for additional services rendered by the Contractor.

7.3.5. Compensate for the damage caused to the Contractor's property in case of loss or damage to the property.

7.4. The Customer may:

7.4.1. Repudiate the services by terminating the Agreement, subject to mandatory compliance with the terms outlined in Sections 5 and 6 of this Offer Agreement, reimbursing the Contractor for the expenses actually incurred.

7.4.2. Upon detection of deficiencies of the services rendered, at the Customers discretion, require:

- The elimination of such deficiencies free of charge;
- A corresponding reduction in the price for the service rendered.

Having discovered deficiencies in the services rendered, the Consumer shall inform thereof the Contractor immediately (at the Reception Desk of the Reception and Accommodation Department). Otherwise, the Contractor will not be liable for deficiencies in the services rendered.





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## **8. Liability of the Parties**

8.1. The Parties shall be liable for nonfulfillment and/or improper fulfillment of the obligations assumed hereunder, in accordance with the current legislation, the Hotel Services Rules at the Contractor's Accommodation Facility, and this Agreement.

8.2. In case of impossibility to implement the Agreement due to the Customer's fault, Consumer or his/her visitors, the services shall be payable in full.

8.3. Any fines hereunder shall be levied at the Contractor's current Rates, excluding discounts and special prices (special offers).

8.4. In accordance with the legislation of the Russian Federation, the Consumer shall compensate the damage in case of loss of or damage to the Contractor's property at the Accommodation Facility, and also be liable for other violations.

8.5. In case the Consumer breaches Clause 7.3, the Consumer shall pay the Customer a fine in accordance with the current Price Lists for each violation as well as reimburse the costs incurred by the Contractor.

8.6. In case the Consumer has not arrived and/or has not contacted the Contractor by 7:00 a.m. of the following day, the booking will be canceled. The Consumer will be charged a fine in the amount of the fee for the first night's stay for the actual downtime of the room. The remaining amount of prepayment will be refunded. In case the Consumer arrives after 7:00 a.m. of the following day, the accommodation will be provided on a first-come, first-served basis and subject to availability of rooms.

8.7. The Consumer shall be jointly and severally liable for losses and other damage inflicted through the actions (omissions) of the Consumer's visitors in the Accommodation Facility.

8.8. If the visitors refuse to pay for damages to property at the Accommodation Facility, the Consumer (Customer) undertakes to pay the invoices issued to the visitors, including the damage to property, on the grounds of a damage report drawn up in accordance with the Contractor's internal regulations.

8.9. If the Customer pays for services in an amount less than that stipulated hereby, the amount of the payment made will be allocated, first of all, to repay the amount of the principal debt, and then penalties, interest, and other fines.

## **9. Personal Data Processing**

9.1 When accepting the Offer, the Customer agrees to the processing of his/her (Consumers') personal data in accordance with Federal Law No. 152-ФЗ On Personal Data dated 27.07.2006.

9.2. For the purposes hereof, the Customer's (Consumer's) personal data will include the following:

Name, patronymic, surname of the Customer or a person whose interests the latter represents;

Date of birth of the Customer (Consumer) or the person whose interests the latter represents; residential address of the Customer or the person whose interests the latter represents; Telephone number of the Customer or the person whose interests the latter represents;

E-mail address of the Customer or the person whose interests the latter represents;

Passport data of the Customer or the person whose interests the latter represents.

9.3. The consent shall be valid until the expiration of the Offer Agreement.

9.4. This consent shall be deemed revoked in case of the early termination of the Agreement for any reason.

9.5. After the Agreement termination or withdrawal of the consent to the processing of personal data, the Contractor shall immediately cease processing the Customer's (Consumer's) personal data and delete completely their personal data from the information system and any data carrier within a time frame not exceeding fifteen (15) business days from the Offer Agreement expiration date, or, if the legislation stipulates the term of data storage regarding documents containing the Customer's (Consumer's) personal data, then within a time frame not exceeding three (3) business days from the date of the statutory storage term expiration.



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## **10. Validity Period, Prolongation, Amendment, Termination of the Offer Agreement**

- 10.1. The Offer Agreement shall take effect from the moment specified in Clause 5.14 hereof and shall be valid until the expiration of the purchased services selected by the Customer.
- 10.2. The Agreement may be extended by paying for the Contractor's services in accordance with the Rates in force as of the time of payment until the expiration of the existing Agreement.
- 10.3. The Agreement may be terminated by agreement of the Parties or a court decision on the grounds provided for by the civil legislation.
- 10.4. In case of termination by the Parties' agreement, the Agreement will terminate from the day when the Parties have reached an agreement on the termination of the dispute between them.

## **11. Miscellaneous**

- 11.1. Failure to exercise a right under the Offer Agreement, as well as powers or intentions provided for in the Offer Agreement shall not mean either the Contractor's waiver of the terms and conditions of the Offer Agreement in the event of the subsequent violation or the waiver of its rights to demand compliance with the terms and conditions of the Offer Agreement at any time thereafter.
- 11.2. The Offer Agreement constitutes an entire agreement between the Contractor and the Customer. The Contractor does not assume any conditions or obligations concerning the subject matter of the Offer, except for those specified in the Offer, which regulate the Offer Agreement performance, except in the case when such conditions or obligations are documented and signed by authorized representatives of the Contractor and the Customer. If any of the terms of the Annexes or supplementary agreements to the Offer Agreement contradict the terms and conditions of the Offer, the terms and conditions of the Offer shall prevail.
- 11.3. The Customer concludes the Offer Agreement voluntarily and
- a) has read the terms and conditions of the Offer, b) fully understands the subject of the offer and the terms of the offer agreement, c) fully understands the meaning and consequences of his/her actions regarding the execution and performance of the Offer Agreement.
- 11.4. The Customer has all the rights and powers required to conclude and perform the Offer Agreement.
- 11.5. If any condition of the Offer is declared invalid or illegal or may not be enforced in accordance with the current legislation of the Russian Federation, it will be removed from the Offer and replaced by a new provision that best meets the original intents of the Offer, while the remaining provisions of the Offer will not change and remain in force.
- 11.6. The Parties acknowledge the legal force of the documents (including booking requests, confirmation of booking, notifications on changes or cancellations of booking, etc.) sent (received) by the Parties via e-mail hereunder. When considering a dispute in court, these documents shall be equal to the original documents. The Parties will recognize the documents sent by e-mail without using an electronic digital signature as having the legal force and shall accept the same as written evidence.
- 11.7. The date of the incoming e-mail processing by the mail server of the Party to the Agreement that received the relevant e-mail shall be the date of receipt of communications/information sent via e-mail as well as the date of reply to communications. Responses to communications sent by one Party shall be sent by the other Party to the return address of the received e-mail or the response e-mail address indicated by the Party in the communication.
- 11.8. The Customer may not assign any rights or obligations under the Agreement with the Contractor without the prior written consent of the Contractor.

## **12. Force Majeure**

- 12.1. The Parties shall be relieved from liability for partial or full default of obligations under the Agreement



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if they prove that the default was caused by force majeure. In this case, the term to fulfill the obligations shall be extended for the duration of such circumstances.

12.2. The Party, for which it has become impossible to fulfill the obligations assumed, shall notify the other Party in writing not later than ten (10) days from the moment of the force majeure occurrence, indicating the expected duration of these circumstances.

12.3. In exceptional cases, the Contractor reserves its right to replace the pre-booked room with a room of equal or higher class, without charging the cost of accommodation or a full refund of the prepayment to the Customer. Therewith, the Contractor will inform the Customer (Consumer) immediately of the replacement or prepayment refund.

#### **Details of the CONTRACTOR:**

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