

## **USER AGREEMENT**

### **of the Russian Museum of Ethnography, a Federal State Budgetary Institution**

Developed in accordance with the requirements of the Russian Federation Civil Code, Russian Federation Law No. 2300-1 “On Protection of Consumers’ Rights” of 07.02.1997, Federal Law No. 152-FZ “On Personal Data” of 27.07.2006, norms of the Fundamentals of the Legislation of the Russian Federation on Culture approved by the RF Supreme Soviet on 09.10.1992 under No. 3612-1, Federal Law No. 193-FZ of 18.07.2019, and the Charter of the Russian Museum of Ethnography, a Federal State Budgetary Institution.

This User Agreement is brought to the notice of the general public by posting on the Museum’s official website [www.ethnomuseum.ru](http://www.ethnomuseum.ru). Taking actions of purchasing the Museum’s services, the Client accepts completely and unconditionally, and agrees to scrupulously comply with all the terms of this Agreement.

#### **1. MAIN TERMS AND DEFINITIONS**

- 1.1. **Museum:** Russian Museum of Ethnography, a Federal State Budgetary Institution.
- 1.2. **Client (Buyer, Visitor, User):** Legal individual or authorized representative of a corporation using a Bank Card on the basis of a contract with the issuing bank, registered on the Website, and using the Website for getting information and for Ticket Booking.
- 1.3. **Parties:** Museum, Client.
- 1.4. **Website:** The Museum’s official website located at [www.ethnomuseum.ru](http://www.ethnomuseum.ru), and containing in particular tools for Electronic Order execution and for interaction with the Payment System for their payment.
- 1.5. **Museum’s Ticket Offices:** Museum’s ticket office intended for out-of-turn collection of Tickets by individuals under a prepaid Electronic Order and located at 191186, St. Petersburg, Inzhenernaya Street 4/1.
- 1.6. **Event:** Educational events, and in particular visiting the Museum, excursions, and any other events that may only be visited upon showing a Ticket.
- 1.7. **Visit Day:** Day of actual receipt of the Museum’s services.
- 1.8. **Visit Interval:** Period calculated in calendar days and starting from the date selected by the Client when executing an Electronic Order, during which the Client or person indicated by the Client as Ticket recipient may visit the Event.
- 1.9. **Ticketing System:** Hardware/software facility enabling the Museum to sell entrance tickets, subscriptions, and excursion vouchers online on the Museum’s website.
- 1.10. **Ticket:** Document containing a bar code and certifying the right of the holder of such document to visit the Museum or an Event. A Ticket shall be issued in the format established for a particular kind of service, on a limited issue form (hereafter “LIF”) approved by Order No. 257 of the Russian Federation Ministry of Culture dated December 17, 2008.
- 1.11. **Electronic Ticket:** Document generated by an automated Ticketing System, digital record of the ticket stored in the Museum’s database in electronic form. An Electronic Ticket as printed on paper or presented on mobile device screen may be used in place of a Ticket, as it contains a bar code verifying the payment for the Ticket on the Website.
- 1.12. **Limited Issue Form (LIF):** Primary accounting document equivalent to a Sales Receipt, generated in electronic form and/or printed using an automatic system for limited issue forms at the settlement of accounts between the Museum and the Client for services provided, containing information on the payment, proving its existence, and meeting the requirements of the Russian Federation law for the use of cash registering equipment.

- 1.13. **Sales Receipt:** LIF, primary accounting document generated in electronic form and/or printed using cash registering equipment at the settlement of accounts between the Museum and the Client, containing information on the payment, proving its existence, and meeting the requirements of the Russian Federation law for the use of cash registering equipment.
- 1.14. **Bank Card:** Instrument for its holder to make transactions with money kept by the bank issuing the card, in accordance with the RF law and the contract with the issuing bank.
- 1.15. **Acquirer Bank:** Bank providing technological and information interaction, and settlement services for the Museum related to transactions of payment for goods and services conducted with the aid of payment cards in the Internet.
- 1.16. **Order (Electronic Order):** Ticket (set of Tickets) for one Event payable via the Museum's Website, selected by the Client on the Website, aggregated under a common identification number in the automated system of the Museum's ticketing facility; on the basis of assigning such number, temporary withdrawal (booking) of the said Tickets from general sales is done.
- 1.17. **Ticket Booking:** Short-time reservation (withdrawal from general sales to avoid duplication of sales) of the number of Tickets indicated by the Client when generating an Electronic Order from the start of Order generation (clicking the 'Book' button, meaning also simultaneous consent to the terms of this Agreement) up to the moment of the Electronic Order or the Client's refusal to pay, in particular characterized by the absence of the Client's actions as to confirmation and/or payment of the Electronic Order.
- 1.18. **Booking Period:** Time interval established by this Agreement for the absence of the Client's actions as to confirmation and/or payment of an Electronic Order, upon the expiry of which, the Ticket Booking will be canceled and the Tickets will be returned to general sale.
- 1.19. **Electronic Order Form:** Document verifying booking by the Client of an Electronic Order of the Museum's services on the Website (with the 'Unpaid' status), and payment by the Client of the Electronic Order of the Museum's services on the Website (with the "Paid" status). The Electronic Order Form is not a Ticket and does not entitle to visiting the Museum or an Event. The Electronic Order Form serves for the search of the Client's prepaid order in the automated ticket reservation and selling system, in order to generate a paid Electronic Order at the Museum's ticket office on the day of the visit in accordance with the content.
- 1.20. **Payment:** Transfer of money in the amount of the Order Price to the Museum's account using a Bank Card.
- 1.21. **System (Payment System):** Totality of financial institutions associated on a contractual basis, and providing information and technological interaction necessary for settling accounts between the Client and the Museum.
- 1.22. **Payment System Rules:** Code of documents regulating the activity of the payment systems MIR, VISA, and MasterCard.
- 1.23. **Price:** Amount payable per unit of the Museum's product.
- 1.24. **Order Price:** To be determined by the Parties for each Order on the basis of the Museum's effective pricing as of the date of the Order execution on the Website.
- 1.25. **Order Payment:** Confirmation by the System of debiting the amount from the Client's bank card.
- 1.26. **Purchase:** Successful Booking and Payment of an Electronic Order verified by an Electronic Ticket, on the basis of which the Museum or an Event may be visited, and a Paper Ticket may be received at the Museum's ticket office.
- 1.27. **Refund:** Returning the Electronic Order price/Ticket price under the terms of this Agreement.
- 1.28. **Agreement:** This User Agreement.
- 1.29. **Recipient:** Individual who is a Ticket recipient at the Museum's Ticket Offices according to the data indicated by the Client in the Order.

## 2. SUBJECT OF THE AGREEMENT

2.1. This Agreement regulates the relationships between the Client and the Museum during Order execution and payment by the Client using the Website. The Agreement is an arrangement between the Client and the Museum (hereinafter severally referred to as “the Party” and jointly referred to as “the Parties”), regulates the use of the Museum’s Website by the Client, and is a public adhesion contract in accordance with Articles 426-428 of the RF Civil Code.

### **3. EFFECTIVE DATE OF THE AGREEMENT**

3.1. The Agreement will become effective upon clicking the ‘Order’ button and simultaneous consent of the Client to the terms of this Agreement when executing an Electronic Order.

3.2. The Museum reserves the right to make amendments to this Agreement without notifying the Client additionally, and warns the Client (and the Client hereby accepts and agrees) that with every new Order, the Client must read the Agreement’s text to check for amendments. The Agreement’s text is permanently posted on the Museum’s Website.

3.3. The Client expresses their agreement to the terms of this Agreement by marking the field “*I agree to User Agreement terms and give my consent to personal data processing*” and entering their email address in the registration form when executing the Order. The form’s fields will remain inactive until the Client’s consent is obtained.

### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **4.1. The Client may:**

4.1.1. At their discretion, get information from the Museum’s official sources about an Event, about the prices, types of Tickets available and their sale regulations, and about other services related to the Event; decide, at their discretion, on buying a Ticket by complete and unconditional acceptance of the terms of this Agreement.

4.1.2. Place an Order and have the Payment refunded on the Website in accordance with the terms of this Agreement.

4.1.3. Send feedback on the Museum’s services to contact addresses indicated on the Museum’s Website.

4.1.4. Visit the Museum and the Museum’s Events on the basis of an Electronic Ticket. Visitors entitled to benefits may only visit the Museum or Events on the basis of a paper Ticket.

4.1.5. The Client may not use information from the Website for commercial or advertizing purposes, in particular information about Tickets offered on the Website and the Ticket prices.

#### **4.2. The Client shall:**

4.2.1. Fully comply with the terms of this Agreement.

4.2.2. Monitor possible changes in this Agreement, and in the rules and terms of purchasing Tickets on the Museum’s Website, by themselves.

4.2.3. Use the Website only for purposes consistent with this Agreement and in the procedure as prescribed by this Agreement. It is prohibited to use software for data modification or other ways of unauthorized access to the Website functionality.

4.2.4. Present, at the door check-in or at the Museum’s ticket office, all the data of the Electronic Ticket or Order on paper or electronic media in a readable form.

4.2.5. Follow the rules of visiting the Museum and Events.

#### **4.3. The Museum may:**

4.3.1. Unilaterally change the price of Tickets offered on the Website, the Price of the previously paid Orders remaining unchanged.

4.3.2. Set the limits for the number of Tickets and Orders purchased by the Client at its own discretion.

- 4.3.3. Cancel Orders of a Client breaching the terms of this Agreement.
- 4.3.4. Send the Clients information messages related to providing services (in particular with Order execution).
- 4.3.5. Deny visiting the Museum or an Event to the Client, should the Client breach the terms of this Agreement or the Museum/Event visiting rules.

#### **4.4. The Museum shall:**

- 4.4.1. Provide to the Client full and reliable information about the Museum and the Event, prices, Ticket types available, rules of their sales, rules and conditions of their refund, other services related to the execution of the Event, and rules of visiting the Museum and the Event.
- 4.4.2. Enable the Client to order Tickets via the Museum's Website and have them refunded under the terms of this Agreement.
- 4.4.3. Indicate the price for all Tickets available for Ordering on the Website.
- 4.4.4. Never use the Client's personal data for purposes incompliant with the terms of this Agreement.

### **5. TICKET PURCHASE AND REFUND RULES**

#### **5.1. Payment and Refund Currency**

- 5.1.1. The currency of debiting moneys from the Client's Bank Card under the RF laws is the Russian ruble.
- 5.1.2. The currency of Refund of moneys to the Client's Bank Card under the RF laws is the Russian ruble.

**5.2. An Order may be paid on the Website only with a Bank Card.** Payment of an Electronic Order at the ticket office is not provided for.

- 5.2.1. Having selected the desired Tickets, the Client shall proceed to Order execution, filling in all the fields of the electronic questionnaire (active email, telephone number, and full name of the Client), expressing their consent to the terms of this Agreement, clicking the 'Order' button, and successively passing all stages of Order generation.
- 5.2.2. Upon successful Booking of the Tickets, the Client will receive a link to the Order at the email address indicated during the Order execution.
- 5.2.3. The Client may refuse an unpaid Order at any time before the actual Payment if any of the Agreement terms are unacceptable for them.
- 5.2.4. The Booking Period is 2 (Two) hours. If no payment takes place during this time, the Ticket Booking will be canceled upon its expiry, and the Tickets will be returned to general sale.
- 5.2.5. For order payment, the Client is automatically redirected to the website of the Acquirer Bank for checking the Client's Bank Card data. If the Payment is successful, the amount of the Order price will be written off the Bank Card account. If the Order payment was not completed and/or was unsuccessful, the Client may execute a new Order.
- 5.2.6. If the payment is successful, the Client will receive a link to the Electronic Ticket at the email address indicated when executing the Order, to save it in electronic form.
- 5.2.7. An Electronic Order or Electronic Ticket will be considered as delivered, if the letter of notification about its successful payment has been sent by the Museum's mail server. If the said notification and other notifications sent during the Order booking and payment have not been delivered to the Client, this cannot prove the failure of sending the Order, being beyond the Museum's control.
- 5.2.8. In case of the Client's unilateral refusal of the Order, the Client is entitled to the Refund of the amount paid thereby in the Order execution as per 5.8 of this Agreement.

#### **5.3. Refusal to issue Tickets**

- 5.3.1. The Museum may refuse to issue Tickets in the following cases:

- a) upon receipt of information from the Payment System about commission or suspected commission of a fraudulent transaction using the Client's Bank Card before the Payment Refund to the Client's Bank Card;
- b) if the Tickets under the respective Order were issued to the Client previously;
- c) at the Payment Refund under the relevant Order to the Client's Bank Card before the Client's application for a Ticket to be issued under the Order;
- d) no data on the Electronic Order payment in the Museum's Ticketing System as of the time of application.

5.3.2. The Parties agree that if the Museum refuses to issue Tickets on the grounds indicated in 5.3.1, the failure to receive Tickets under the respective Order will be recognized by the Museum and the Client as the Client's fault, and will relieve the Museum of the Refund of the Payment amount under the respective Order to the Client, unless the circumstances are corrected that served as a ground for refusal to issue the Ticket within the period established for receiving Tickets under an Order. The Payment amount will be refunded to the Client if the Ticket cannot be issued on grounds beyond their control.

#### **5.4. Denial of admission by the Ticket**

5.4.1. The Museum may deny admission by the Ticket to the Client in case of breach of the Museum visiting rules. The effective Visiting Rules are posted on the Museum's official website ([www.ethnomuseum.ru/posetitelyu/oficialnaya-informaciya/#dokumenty-muzeya](http://www.ethnomuseum.ru/posetitelyu/oficialnaya-informaciya/#dokumenty-muzeya)).

#### **5.5. Payment Safety**

5.5.1. The Client must only make Payments using their own Bank Card.

5.5.2. The safety of Payments is ensured by an Acquirer Bank functioning on the basis of advanced protocols and technologies developed by the international payment systems Visa International, MasterCard Worldwide (3D-Secure: Verified by Visa, and MasterCard SecureCode) and the national payment system MIR. The safety of data transmitted is ensured by the Acquirer Bank with the aid of up-to-date Internet security protocols.

#### **5.6. Order cancellation**

5.6.1. The Museum will cancel an Order in case of the Client's unilateral withdrawal of the Order.

5.6.2. The Museum will automatically cancel the Order upon expiry of the Booking Period if no confirmation of successful Payment has been received from the Payment System.

5.6.3. The Museum may cancel an Order in case of a technical fault in the Ticket System when executing the Order. The Order Price will in this case be refunded to the Bank Card used to make the Order in accordance with 5.8.3 of this Agreement.

#### **5.7. Information support to the Client**

In case of any questions related to the Order execution and the Payment, the Client may contact the Museum by telephone at (812) 570-54-21 (Tuesday through Sunday, from 10:00 till 17:00), (812) 571-25-01 (Monday through Friday, from 10:00 till 17:00) or to the email address [refund@ethnomuseum.ru](mailto:refund@ethnomuseum.ru)

#### **5.8. Refund Rules**

##### **5.8.1. Rules of Refund of a Payment for a paid Electronic Order**

5.8.1.1. The Payment for a paid Electronic Order unused during the validity period (not later than the visit date) may only be refunded to the Bank Card, from which the Payment was made.

5.8.1.2. Payment Refund will only apply to Orders executed on the Museum's Website using a Bank Card and before receiving the Tickets at the Museum's Ticket Offices.

5.8.1.3. The Payment will be refunded for all Tickets comprised in the Order. Where some of the Tickets in the Order are used, the remaining unused Tickets cannot be refunded except for cases mentioned in 5.8.1.8.

5.8.1.4. A Ticket may not be exchanged for a Ticket for another Event with another date, another feature, or another price category, in particular with additional payment.

5.8.1.5. For Payment Refund, the Client shall fill in a refund application (hereafter “Application”) in electronic form (the Application form may be downloaded at [ссылке tickets.ethnomuseum.ru/ru/rules](https://tickets.ethnomuseum.ru/ru/rules)), and email it to [refund@ethnomuseum.ru](mailto:refund@ethnomuseum.ru). The Application must be sent from the same email address as indicated by the Client when executing the Order, not later than the term of refund (not later than 1 hour before the Museum’s ticket office closing time). The time of receipt of the Application at the Museum’s email address will be considered as the time of application receipt. The Museum reserves the right to decline an Application received later than the said deadline.

5.8.1.6. Upon receipt of the Refund Application at the Museum’s email indicated in 5.8.1.5 above, the Museum will send an automatic delivery confirmation to the sender. If the confirmation is not received, the Client should contact the Museum using the details indicated in Clause 5.7 above, for delivery acknowledgment. Otherwise, the Museum will not be liable for the failure to deliver the application to the Museum.

5.8.1.7. Applications for Payment Refund will be handled Monday through Friday, from 10:00 till 17:00 Moscow time. The Museum will only accept the request for handling after the Client has fulfilled in full the terms stipulated in 5.8.1.5 above. The request handling time is up to 5 (Five) business days.

5.8.1.8. In accordance with the Family Code of the Russian Federation, in case of an Order Refund later than the time limits indicated in 5.8.1.5 due to documented circumstances related to sickness of the Client or a member of their family, or death of the Client or a member of their family or their close relative, the Museum will refund the Order Price provided that the Application and supporting documents are received by the Museum:

- due to sickness: Not later than the visit date indicated on the Ticket as part of the Order;
- due to death: Not later than 10 (Ten) calendar days from the visit date indicated on the Ticket as part of the Order.

5.8.1.9. Family members are understood as spouses, parents and children (adopters and adopted children), and close relatives shall mean grandparents, grandchildren, and siblings.

5.8.1.10. In case of sickness, the Client shall present, as supporting documents, scans or photos of the sick list, health certificate 095y (for students) or a health care facility's certificate of seeking medical attention or of health care delivery, with the stamp of the health care facility and signature of the regular doctor or medical specialist, and scans or photos of documents confirming the relation degree (in case of sickness of a family member).

5.8.1.11. In case of death of a relative, the Client shall present, as supporting documents, a scan or photo of the registered medical certificate of the cause of death to Form No. 106/y-08, or of the death certificate issued by the vital records office, provided that the death occurred not earlier than 10 (Ten) days before the visit date indicated on the tickets,, and scans or photos of documents confirming the relation degree.

5.8.1.12. To execute a Refund in cases provided in 5.8.1.8, the Client has to send to the Museum’s email address [refund@ethnomuseum.ru](mailto:refund@ethnomuseum.ru) an Application to the established form, scans or photos of documents verifying the reasons of withdrawal of the Order (as per 5.8.1.10 or 5.8.1.11.), and an identification document. The deadline of the Application review and Client notification about the decision made is up to 5 (Five) business days from the day of Application receipt. The time of receipt of the Application at the Museum’s email address will be considered as the time of application receipt.

5.8.1.13. The Museum reserves the right not to accept for Refund Tickets sold by the Museum under special programs and actions providing for special terms of ticket purchase (including discounts).

5.8.1.14. The Museum may limit the number of Tickets simultaneously accepted for refund from one Client, and refuse such refund if:

- a) the Client has failed to present the documents provided in 5.8.1.5 or 5.8.1.12 of these Rules;
- b) the Client has failed to meet the Application filing deadline provided in 5.8.1.5 or 5.8.1.8 of these Rules;
- c) death of a family member or close relative of the Client occurred later than the visit day indicated on the Ticket, or 10 (Ten) or more days before the visit date;
- d) it has been proved that the Client has persistently (more than twice a month) filed Applications for Ticket Refund.

## **5.8.2. Rules of Refund of a Payment for Tickets received at the Museum's Ticket Office under an Electronic Order**

5.8.2.1. The Refund of the price of unused Tickets received under an Electronic Order at the Museum's Ticket Office, is only executed at the Museum's Ticket Offices.

5.8.2.2. The Payment will be refunded for all Tickets comprised in the Order. Where some of the Order Tickets received under an Electronic Order at the Museum's ticket office are used, the remaining unused Tickets cannot be refunded except for cases mentioned in 5.8.2.8.

5.8.2.3. A Ticket received under an Electronic Order at the Museum's ticket office may not be exchanged for a Ticket with another date, another show time, another price range, in particular with additional payment, for another Event etc.

5.8.2.4. The Ticket price may only be refunded to the Bank Card from which the Payment was made.

5.8.2.5. To have the Refund executed at the Ticket Office, the Client must fill in an Application установленной формы (it may be downloaded on the Website or received at the Ticket Office) and hand in all Tickets received under the Electronic Order at the Museum's ticket office, showing an identification document and the Bank Card from which the payment was made. The period of Ticket price Refund to the Client's card depends on the card issuing bank.

5.8.2.6. The Client has to hand in an application for Refund, with Tickets received under an Electronic Order at the Museum's Ticket Office, to the ticket office not later than 1 hour before the Museum's ticket office closing time.

5.8.2.7. If the timeframe of filing an Application at the ticket office is complied with, the booking clerk will execute the Refund on the spot. If the timeframe is violated, the Client may hand in the Application at the Museum's information desk. The deadline of the Application review and Client notification about the decision made is up to 5 (Five) business days from the day of Application receipt.

5.8.2.8. In accordance with the Family Code of the Russian Federation, in case of Refund of Tickets received under an Electronic Order later than the time limits indicated in 5.8.2.6 due to documented circumstances related to the sickness of the Client or their family member, or death of their family member or a close relative, the Museum will refund the Order Price, provided that the Application and supporting documents are presented to the Museum:

- due to illness: Not later than the visit date indicated on the Ticket as part of the Order;
- due to death: Within 10 (Ten) calendar days from the visit date indicated on the Ticket as part of the Order.

5.8.2.9. Family members shall mean spouses, parents and children (adopters and adopted children), and close relatives shall mean grandparents, grandchildren, and siblings.

5.8.2.10. In case of sickness, the Client shall present, as supporting documents, scans or photos of the sick list, health certificate 095y (for students) or a health care facility's certificate of seeking medical attention or of health care delivery, with the stamp of the health care facility and signature of the regular doctor or medical specialist, and scans or photos of documents confirming the relation degree (in case of sickness of a family member).

5.8.2.11. In case of death of a relative, the Client shall present, as supporting documents, a scan or photo of the registered medical certificate of the cause of death to Form No. 106/y-08, or of the

death certificate issued by the vital records office, provided that, in accordance with the documents presented, the death occurred not earlier than 10 (Ten) days before the visit date indicated on the tickets, and scans or photos of documents confirming the relation degree.

5.8.2.12. To document the Refund in situations provided in 5.8.2.8, the Client has to send to the Museum's email address [refund@ethnomuseum.ru](mailto:refund@ethnomuseum.ru) an Application to the established form, scans or photos of paper Tickets received under an Electronic Order at the ticket office, documents verifying the reasons of withdrawal of the Order (as per 5.8.2.10 or 5.8.2.11), and an identification document. The deadline of the Application review and Client notification about the decision made is 10 (Ten) business days from the day of Application receipt. The time of receipt of the Application at the Museum's email address will be considered as the time of application receipt. In case of a positive decision, the Client shall, within 30 (Thirty) days, apply to the Museum's ticket office for the Order Price Refund with the originals of unused Tickets received under an Electronic Order at the Museum's ticket office.

5.8.2.13. The Museum reserves the right not to accept for Refund Tickets sold by the Museum under special programs and actions providing for special terms of ticket purchase (including discounts).

5.8.2.14. The Museum may limit the number of Tickets simultaneously accepted for refund from one Client, and refuse the Refund if:

- a) the Ticket's form and details do not correspond to the form and details approved by the authorized federal executive body, or the ticket's design elements do not correspond to the design elements established by the Museum, or the ticket contains alterations or is counterfeit;
- b) the Client has failed to present the documents provided in 5.8.2.5 or 5.8.2.12 of these Rules;
- c) the Client has failed to meet the deadline for filing an Application with the Tickets received under an Electronic Order at the Museum's ticket office, as provided in 5.8.2.6 or 5.8.2.8 of these Rules;
- d) death of a family member or close relative of the Client occurred later than the visit day indicated on the Ticket, or 10 (Ten) or more days before the visit date;
- e) it has been proved that the Client has persistently (more than twice a month) filed the Applications.

### **5.8.3. Rules of Ticket Refund on the Museum's initiative**

5.8.3.1. In case of a Payment Refund in case of cancellation or replacement of the Event, if the Tickets are subject to Refund, and in case of technical faults resulting in incorrect execution of the Order or making of the Payment, the Museum will cancel the Order and refund the Payment to the Client in full. The Museum will inform the Client about cancellation, replacement, or postponement of the Event by posting such information on the Museum's Website.

5.8.3.2. The Parties agree that the Refund by the Museum of a Payment under the respective Order, under the terms of this Agreement and/or Rules of International Payment Systems and RF laws, will be considered by the Parties as an event forming a sufficient ground for the Museum to terminate its obligations under this Agreement and to consider its obligations to the Client as fulfilled in full.

## **5.9. Open date ticket**

5.9.1. An electronic open date ticket shall in any case be exchanged for a Ticket issued on a Limited Issue Form of the Museum. If an open date service (visiting expositions or exhibitions) is selected, the Electronic Ticket may be exchanged for a Ticket at the Museum's Ticket Offices after the order generation date, but not later than the expiry date of the Ticket or exhibition (if a ticket for a particular exhibition is purchased).

5.9.2. The Ticket for an open date service (visiting expositions or exhibitions) entitles to a single visit to a permanent exposition or a temporary exhibition on any working day of the Museum until



the Ticket is stubbed, but not later than the expiry date of the Ticket or exhibition (if a ticket for a particular exhibition is purchased).

5.9.3. To receive Paper Tickets at the Museum's ticket office, present the Order Number (or Electronic Order Form, or Electronic Ticket in paper or electronic form).

#### **5.10. Payment Refund Date**

5.10.1. The Payment Refund date shall be the date of debiting the Acquirer Bank's transit account. The Museum will not be responsible for further transaction of the money.

### **6. CONFIDENTIALITY OF INFORMATION**

6.10. The Museum agrees not to disclose information received from the Client. Providing information by the Museum to parties acting on the basis of a contract with the Museum, to fulfill obligations to the Client will not be considered as violation. The Museum shall only grant access to personal data to the employees, contractors and agents who need this information to support the Website functioning and to provide services to the Client.

6.11. The Client's data will be handled in accordance with the RF legislation. The Museum will handle the Client's data for providing services to the Client, to check, study and analyze such data, and for communication with the Client. The Museum will take all necessary and reasonable measures to protect the Client's data against unauthorized access and distribution.

6.12. By accepting the terms of the User Agreement on the Website, the Client gives their consent to personal data processing, both with or without the use of automation facilities, including collection, systemization, accumulation, storage, updating, use, distribution (including communication), anonymization, blocking, and destruction of personal data provided by the Client in relation to the fulfillment of this Agreement, and other actions provided for in Federal Law No. 152-FZ "On Personal Data" of 27.07.2006.

6.13. The Museum does not check the reliability of data provided by the Client or monitor its updating, but assumes that the Client will provide reliable and sufficient data on the questions put during the Order execution, and keep this information updated. The Client is fully responsible for the consequences of providing unreliable or invalid data.

6.14. The Museum may use the information provided by the Client for the purposes of compliance with the requirements of applicable law (in particular to prevent and/or suppress unlawful and/or illegal actions of the Client). The information provided by the Client may only be disclosed in accordance with existing applicable law by order of court or law enforcement agencies, and in other cases provided by the law.

#### **6.15. The Client is responsible for non-distribution of their Order's Number and details.**

6.15.1. If an Order is issued at the ticket office, against the Order Number, to a person who named the Order Number but is not the Client, and such person is admitted to the event by the Ticket, the Museum will not be liable.

6.15.2. The Museum will not be liable for cases of entrance to an Event by Electronic Ticket of a person who is not the Client, and may deny admission to the Event for all those showing tickets with the same bar code.

### **7. LIABILITY LIMIT**

7.10. The Client uses the Website and the functionality provided thereby at their own risk. The Museum does not assume responsibility for correct use of the Website by the Client, and in particular for the Website's meeting the Client's purposes and expectations.

7.11. The Museum will not be liable under contracts between the Client and third parties.

7.12. The Museum may at any time unilaterally terminate the Website's operation in full, or some of the functions thereof, without prior notification to the Client. The Museum will not be liable for temporary or permanent termination of the Website's operation.

7.13. The Museum will take every effort possible to ensure proper serviceability of the Website, however the Museum will not be liable for non-fulfillment or improper fulfillment of obligations to the Client under the Agreement as regards recovery of losses (damage), direct or indirect, due to the Website's unavailability.

7.14. In case of force majeure, or failures or malfunctions in software/hardware facilities of third parties cooperating with the Museum, or act or omission of third parties aimed at suspension or termination of the Website functioning, the Website's operation may be suspended without any notification to the Client.

7.15. The Museum will not be liable for the dates of Payments and Refunds to be made by banks and other organizations.

7.16. The Museum's liability to the Client is limited to the price of the Tickets purchased by the Client.

7.17. The Parties will be relieved of liability for non-fulfillment of their obligations in full or in part, if such non-fulfillment was caused by force majeure occurring after the effective date of this Agreement, as a result of extraordinary events, which the Parties could not reasonably foresee or prevent.

7.18. The Museum will not be liable for any disputes or differences related to Payments between the Client and the Payment System and/or credit institution.

## **8. FINAL PROVISIONS**

8.10. This document is a full and complete Agreement between the Client and the Museum defining the conditions of the use of the Website. In case of any controversies, the text of the Agreement posted on the Website will have the priority over any other text of the Agreement.

8.11. In cases not covered by this Agreement, the relationships between the Museum and the Client shall be regulated by the RF laws.

8.12. In case of any disputes and differences related to the Agreement and its scope of application, the Museum and the Client will take every effort possible to settle them by negotiation. Where such disputes cannot be settled by negotiation, they will be settled in court in accordance with the applicable RF law.

8.13. The Client hereby confirms that they have read, understood and accepted in full (and without any further reservations) the terms of this Agreement. The Client hereby agrees to fully comply with all terms and provisions of this Agreement in their relationships with the Museum.