

# SERVICE CONTRACT

## (OFFER)

Moscow

Limited liability company “Restaurant 360”, hereinafter referred to as “Contractor” as the First Party and Customer as the Second Party, collectively referred to as Parties, concluded present contract, being a public offer under article 437 of the Civil Code of the Russian Federation (Hereinafter – “Contract”) on the following:

### 1. Terms and definitions

1.1. Terms and definitions used in the contract have the following meanings:

- Public offer (hereinafter – “Offer”) – Contractor’s public offering under article 437 of the Civil Code of the Russian Federation addressed to one or more specific persons to conclude a service contract remotely (hereinafter – “Contract”) under conditions contained in the present Offer, including all Annexes to the present Contract.

- Customer – an individual, possessing legal and dispositive capacity, applied with an order to the Contractor in accordance with the terms of the present Contract.

-Services – services in “The highest date in Europe” event organization fully (or separate stages in accordance with the Contract) provided by the Contractor independently or through third parties.

-Website – Contractor’s information resource, which is available on the Internet at the address: [www.pnr360.ru](http://www.pnr360.ru).

-Observation deck Ticket office – PANORAMA360 Observation deck Ticket office located at bld.2, Presnenskaya Embankment, Afimall City shopping & entertainment centre.

-Order – automatically generated document, which specifies a range of Services, essential for a Customer. The Order is formed through relevant data submission by a Customer in the registration form on the Contractor’s Website: [www.pnr360.ru](http://www.pnr360.ru).

-Acceptance of the terms of the Contract – Customer’s actions in accepting the terms of the present Contract through an Order made by a Customer in accordance with the terms of the present Contract. Acceptance of the terms of the Contract by a Customer and agreement to them is considered effective after an Order is made by a Customer via submission and sending registration form on the Website to the Contractor.

### 2. Subject of the contract

2.1. Contractor undertakes to provide services (hereinafter – Services) to a Customer, indicated in the Order agreed by the parties and listed on the Website [www.pnr360.ru](http://www.pnr360.ru), and Customer undertakes to pay for selected Services in the order specified in clause 3 of the present Contract.

2.2. Services type specification (their peculiarities, characteristics, cost, date, terms, location, number of participants, etc.), which is the subject of the present Contract, is indicated in the Order by a Customer, and is considered confirmed by the Contractor after a Customer receives relevant notification.

2.3. Service Order under the present Contract is accepted from a Customer via receiving appropriately submitted registration forms on the Website. Contractor is not responsible for the content and reliability of the information provided by a Customer while ordering.

2.4. On the basis of the Order received from a Customer, containing requirements for the services provided, Contractor notifies a Customer of agreement/disagreement to provide services to this Customer or necessity of amending the list of services, and in case of agreement – sends

confirmation to provide the services to a Customer via e-mail, Whatsapp or other types of communication mentioned in the Order.

2.5. Contractor has the right to involve third parties to provide Services without prior consent of a Customer.

2.6. The date to provide the Services is fixed by additional agreement between the Parties, unless otherwise agreed between the Parties in the Order, provided by clause 2.2. of the present Contract.

2.7. Services reservation on particular date and time is made by Contractor after receiving full payment of the Services from a Customer within relevant Order in accordance with clause 3.2. of the present Contract.

### **3. Cost of services and payment terms**

3.1. Total cost of services is determined on the basis of the amount of services selected by Customer and provided by Contractor.

3.2. Services provided within present Contract are paid in advance by making a prepayment of 100% of the services cost.

3.3. Payment is made in cash or non-cash, or by electronic payment means in accordance with the present Contract terms.

3.4. Payment can be made by a Customer as follows:

-at observation deck ticket office in Afimall City shopping & entertainment centre;

-at 360 Restaurant complex ticket office;

-via Internet acquiring by clicking the link send by Contractor after receiving relevant request from a Customer (by e-mail: [welcom@pnr360.ru](mailto:welcom@pnr360.ru)).

3.5. Cost of each services complex is determined in Annex №1 to the present Contract.

3.6. Contractor has the right to recover actual expenses from a Customer in case of total or partial Customer's denial for any reason (circumstances have changed/services provided under the Contract are no longer required/departure/business trip/disease/vacation and other circumstances of a Customer or third parties in whose interest a Customer has planned service provision or for any other reasons, including valid ones).

3.7. In case of Order cancellation not later than 5 (five) days before the service provision date, indicated in the Order, Contractor's actual expenses against the Order makes 0% (zero percent) of the cancelled Order cost.

3.8. In case of Order cancellation not later than 3 (three) days before the service provision date, indicated in the Order, Contractor's actual expenses against the Order makes 50% (fifty) of the cancelled Order cost.

3.9. In case of Order cancellation less than 3 (three) days before the service provision date, indicated in the Order, Contractor's actual expenses against the Order makes 100% (one hundred percent) of the cancelled Order cost.

3.10. Refund of completely or partly cancelled Order is made to a Customer during 30 (thirty) days since the date of cancellation.

3.11. Refund of completely or partly cancelled Order paid by non-cash means is only made to the account of the card from which the payment has been made.

3.12. Contractor is not responsible for bank's actions, electronic payment systems providing money transfer within present Contract.

#### **4. Responsibility of the parties**

4.1. In case of obligation default under the Contract, the Parties bear responsibility in accordance with the legislation of the Russian Federation.

4.2. In case of damage by a Customer (or accompanying third parties, and also by those in whose interest and in respect of whom Contractor's services have been ordered) to Contractor's property or any other property, which Contractor acquired from third parties on temporary ownership or use, including rental, for holding an event and providing services to a Customer, a Customer fully compensates for damage to the Contractor, its property, and also to the involved third parties' property within 5 (five) calendar days since the date of the claim submission, unless another term is not agreed between the Parties.

4.3. Contractor is not responsible for quality of services provided in case of lack of cooperation with a Customer and non-implementation of the Contractor's recommendations.

4.4. Contractor is not responsible for delay, failure, impossibility and lateness of delivery, deletion and not keeping any data.

4.5. Mismatch between the services provided and Customer's expectations and his subjective assessment is not a basis for refunding the money paid for the services under the Contract.

4.6. Contractor is not responsible for weather events and other weather conditions, which have influenced directly or indirectly, or may influence on the services provision.

4.7. Picture or/and image of a Customer, got during photo or/and video shooting at special areas of the Contractor, can be used in any manner, including commercial purposes, at no charge.

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

4.9. Contractor is not responsible for and is not obliged to correct deficiencies of low-quality services provided by a third party, involved by a Customer, which cause overlaps in services provision, Services timing breaking, partial or complete non-implementation with a Customer, Customer's additional financial expenses, etc.

4.10. Contractor is not responsible to a Customer for third parties' misconduct during services provision.

4.11. Contractor's aggregate liability relating to the present Contract on any claims regarding the contract or its implementation is limited by sum of payment from a Customer to the Contractor.

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

4.13. All claims are sent by registered mail with return receipt to the Contractor's legal address. Examination of a claim makes ten calendar days since its receipt by the Party.

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

#### **5. Other terms**

5.1. Present Contract enters into force at the moment of the offer acceptance by a Customer in accordance with clause 1.1 and remains in force to full implementation of the obligations by the parties.

5.2. Present Contract is Contractor's formal proposal (public offer) to conclude a contract under conditions described above to an individual, possessing legal and dispositive capacity (to one or more specific persons), under paragraph 3 article 437 of the Civil Code of the Russian Federation. Present Contract is posted on the Contractor's Website and contains all essentials.

5.3. Acceptance of the present Offer and, consequently, conclusion of the present Contract means that a Customer is familiar with the contract terms to the necessary extent and accepts unconditional suitability of the services for actions making and goals achieving, which are the subject of the present contract.

5.4. Contractor has the right to make amendments to the Offer without notice to a Customer. Amendments to the Contract terms enter into force and become operative since they have been posted on the Website.

5.5. Offer is not limited in time unless otherwise indicated on the Website.

5.6. Offer may be withdrawn anytime in the manner and in cases provided by current legislation of the Russian Federation.

5.7. Offer does not require to be sealed and/or signed by Customer and Contractor, remaining full legal effect.

## **6. Personal data and their use**

6.1. Customer gives consent to processing of the personal data by the Contractor, provided while making an Order under present Contract.

6.2. Personal data processing means collection, registration, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (spread, provision, access), sanitization, blocking, deletion, erasing personal data, not subject to special categories which according to current legislation of the Russian Federation require Customer's written consent if they need to be processed.

6.3. Personal data processing is made in order to fulfill obligations under present contract for the Contractor, to provide feedback on the Website for a Customer, and also to send information and advertising messages on the e-mail address, submitted by a Customer during registration (Services purchase).

6.4. Processing Customer's personal data is made by Contractor through databases available in the territory of the Russian Federation.

6.5. Customer may withdraw consent to process personal data by sending relevant notification to the Contractor. In doing so, a Customer understands and admits that withdrawal of personal data processing may require to delete any information, including deleting Customer's account in the private section of the website and termination of access to the website materials.

6.6. Customer gives consent to receiving newsletters and promo materials from the Contractor via e-mail address and contact phone number, submitted by a Customer while making an Order on the Website. Consent to receiving newsletters and promo materials may be withdrawn by a Customer anytime by sending relevant notification to the Contractor.

**CEO**  
**LLC "Restaurant 360"**

**A. A. Akopyan**

**Price list**  
**“THE HIGHEST DATE IN EUROPE”**

<b>Service package name</b>	<b>Service package content</b>	<b>Cost, rub.</b>	<b>Note</b>
<b>ROYAL</b>	<ul style="list-style-type: none"> <li>— Table decoration at 360 Restaurant with rose petals and candles;</li> <li>— Executive-class transfer;</li> <li>— 12000 rubles deposit at the 360 restaurant complex, against providing catering services (utilized part of the deposit is non-refundable);</li> <li>— Bottle of sparkling wine *;</li> <li>— Fruit plate;</li> <li>— Celebratory table setting;</li> <li>— Cheese plate;</li> <li>— Night at LUX apartments of the Moscow City;</li> <li>— Apartments decoration with rose petals and candles.</li> </ul>	<b>60 000</b>	Make and model of the vehicle to be agreed on additionally by the parties. Transfer is offered on the day of the services provision within Moscow to the address: bld.12, Presnenskaya Embankment, Moscow.
<b>ROMANTIC</b>	<ul style="list-style-type: none"> <li>— Table decoration at 360 Restaurant with rose petals and candles;</li> <li>— Bottle of sparkling wine for free *;</li> <li>— Fruit plate for free;</li> <li>— Cheese plate;</li> <li>— Celebratory table setting;</li> <li>— 6500 rubles deposit at the 360 restaurant complex, against providing catering services (utilized part of the deposit is non-refundable);</li> <li>— Live music at 360 Restaurant complex.</li> </ul>	<b>28 000</b>	

\*In case there are Customers under the age of 18, a bottle of sparkling wine is replaced by non-alcoholic drink.

**Free table reservation at 360 Restaurant complex to a particular date and time is made by the Contractor after full payment of the services within relevant Order in accordance with clause 3.2. of the present Contract.**

Services at 360 Restaurant complex are provided by the Contractor according to its schedule. If a Customer or third parties in whose interest a Customer has planned the services provided are late, Contractor has the right to reduce the services provision duration at 360 Restaurant complex.

Customer has the right to purchase additional services within “The highest date in Europe” service complex, their estimated cost makes:

<b>Service name</b>	<b>Cost, rub.</b>
Designer bouquet	from 10 000
Individual touring service	1000 / person
Bouquet	from 8 000
Live music	from 6 000
Shooting & editing a video clip	from 15 000

Apartments rent	from 25 000
Luxury class transfer	from 10 000
Additional decoration	from 4 000

**CEO**  
**LLC "Restaurant 360"**

**A. A. Akopyan**