

User Agreement with the Pushkin State Museum of Fine Arts

This User Agreement shall constitute an offer (in accordance with Article 437 of the Russian Civil Code). The Client's use of the Museum's online service to purchase the Museum's services shall be deemed to be unconditional acceptance of this Offer in accordance with Article 438 of the Russian Civil Code.

This Offer includes the terms and conditions of purchasing the Museum's services on pushkinmuseum.art. By taking any actions to purchase the Museum's services, the Client absolutely and unconditionally accepts, and undertakes to fully comply with, all terms and conditions hereof.

1. BASIC TERMS

1.1. **Museum** means the Federal State Educational Institution of Culture “The Pushkin State Museum of Fine Arts.”

1.2. **Client (User)** means an individual or an authorized representative of a legal entity, using the Bank Card based on the agreement with the card-issuing bank, registered on the Web-site and using the Web-site to get information and to order Tickets.

1.3. **Parties** means the Museum and the Client.

1.4. **Agreement** means this User Agreement.

1.5. **Web-site** means the Museum's web-site www.pushkinmuseum.art, which is designed for publishing information and selling tickets.

1.6. **Museum Ticket Office** means the Ticket Office of the Federal State Educational Institution of Culture “The Pushkin State Museum of Fine Arts.”

1.7. **Event** means a cultural and outreach event at the Museum premises, including visiting the Museum's exhibitions and permanent display, lectures, concerts, tours and any other events that may be visited only upon presentation of a Ticket.

1.8. **Day of the Visit** means a day on which the Museum's services are actually used.

1.9. **Visiting Interval** means a time period in calendar days starting from the date selected by the Client when ordering online, within which the Client may attend the Event; the Visiting Interval may not be extended even if it includes the Museum's days off when visitors are not allowed. For any fixed-date Events, the Visiting Interval shall constitute One (1) business day and coincide with the Day of the Visit.

1.10. **Ticket System** means a hardware and software set that enables the Museum to sell its tickets, subscriptions and guided tours online on the Museum's web-site.

1.11. **Ticket** means a document with a barcode confirming its holder's right to access the Museum. The Ticket is issued in the format set for a particular type of services on the limited-issue form (hereinafter referred to as the **Paper Ticket**). The automated Ticketing System generates an **e-Ticket**, i. e. a digital record of the ticket stored in electronic format in the

Museum's database. When printed out or presented on a mobile device, the e-Ticket can be used as the Ticket, as it contains a barcode confirming the payment made for the Ticket on the Web-site. A Ticket paid for on the Web-site may be collected by the Client on the limited-issue form from the Museum's Ticket Office one time only (no duplicate paper tickets are issued).

1.12. **Order (Online Order)** means one or multiple Tickets to one Event chosen by the Client and banded in the Ticket System with the same unique number (Order Number), on the basis of which such Tickets are booked from the total amount of Tickets on general sale.

1.13. **Ticket Booking** means a short-term reservation (withdrawal from the general sale so as to avoid duplicated selling) of the number of Tickets specified by the Client upon ordering online for a period from the ordering start point (clicking the Order button, which at the same time means acceptance of the terms of this Agreement) until the Online Order Payment or the Client's refusal to pay for it, including a refusal implied by the Client's inactivity with regard to their Online Order confirmation and/or payment.

1.14. **Booking Period** means a period of time set by this Agreement within which the Client takes no actions to confirm and/or pay for their Online Order and upon the expiration of which the Ticket Booking is canceled and the Tickets are returned to general sale.

1.15. **Online Order Form** means a document that confirms that the Client has booked an Online Order of the Museum's services on the Web-site (Unpaid status); the Client has paid for their Online Order of the Museum's services on the Web-site (Paid status). The Online Order Form is not a Ticket and does not grant the right of access to the Event. The Online Order Form is used for searching the Client's prepaid Order in the automated system for ticket booking and selling in order to issue Tickets at the Museum's Ticket Office on the day of the visit in accordance with the prepaid Online Order.

1.16. **Order Number** means a unique number of an e-Ticket in the Ticket System. It allows access to information about the Order and the receipt of Paper Tickets at the Museum's Ticket Office.

1.17. **Bank Card** means an instrument for its holder to carry out transactions with money deposited with the bank that issued the Bank Card, in accordance with the Russian legislation and the agreement with the card-issuing bank.

1.18. **Acquiring Bank** means a bank that provides settlement services to handle online payments via bank cards to the Museum for its products and services.

1.19. **Payment** means a transfer of money in the amount of the Order Value to the Museum's bank account using the Bank Card.

1.20. **Payment System** means a group of financial institutions cooperating under an agreement among them and ensuring interactions required to make payments between the Client and the Museum.

1.21. **Rules of Payment Systems** means a set of documents regulating the activities of VISA, MasterCard, and MIR payment systems.

1.22. **Price** means the amount of money to be paid for a unit of the Museum's product.

1.23. **Cost** means the sum of prices of the Museum's services selected by the Client for ordering.

1.24. **Order Payment** means the Payment System's confirmation of debiting the money from the Client's Bank Card.

1.25. **Purchase** means a successful Booking of and Payment for an Online Order, which is confirmed by an e-Ticket granting the right to attend the relevant Event and to receive the relevant Paper Ticket from the Museum's ticket office.

1.26. **Refund** means a refund to the Client's Bank Card in accordance with the terms and conditions of this Agreement.

2. SCOPE OF THE AGREEMENT

2.1. This Agreement shall govern the relations between the Client and the Museum arising when the Client places and pays for their Order using the Web-site.

2.2. This Agreement is a contract between the Client and the Museum (hereinafter referred to as the 'Party', 'Parties'); it shall regulate the Client's using the Museum's Web-site and constitute a standard form contract of adhesion in accordance with Articles 426–428 of the Civil Code of the Russian Federation.

3. ENTRY OF THE AGREEMENT INTO FORCE

3.1. This Agreement shall become effective once the Client has clicked the Order button, and by doing so accepted the terms and conditions of this Agreement during the online ordering process.

3.2. The Museum reserves the right to make changes to this Agreement without any further notice to the Client and notifies the Client, and the Client hereby acknowledges and agrees, that each and every time the Client wishes to place a new Order, the Client shall check with the text of the Agreement for any potential changes.

This Agreement is always available on the Museum's Web-site at:

www.pushkinmuseum.art/tickets/agreement

3.3. By checking the box next to 'I agree with the terms of this agreement' and specifying their e-mail in the registration form, the Client confirms their acceptance of this Agreement when placing the Order.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Client shall have the right to:

4.1.1. Obtain information about any Event, prices, available types of Tickets, ticket sales regulations and any other services related to the Event from the Museum's official source and decide independently whether to buy any Ticket by accepting the conditions of this offer fully and unconditionally;

4.1.2. Place Orders on the Web-site and get a Refund in accordance with the terms and conditions hereof.

4.1.3. Send feedback on the Museum's services to the contact information specified on the Museum's Web-site.

4.1.4. Attend a Museum Event upon presentation of a Ticket. Clients who are entitled to any social benefits may attend the Museum's Events only against the relevant Paper Ticket.

4.1.5. The Client may not reproduce, duplicate, copy, resale, publish on any other web-sites or use for any commercial or promotional purposes any information published on the Web-site, including information about any Tickets offered on the Web-site and their prices.

4.2. The Client shall

4.2.1. Fully comply with the terms and conditions of this Agreement.

4.2.2. Monitor changes to this Agreement and Ticket purchase rules and terms on the Museum's Web-site on their own;

4.2.3. Use the Web-site in good faith (only for purposes consistent with this Agreement and in the manner set by this Agreement). The Client may not use any software tools to modify any data or to get unauthorized access to the Web-site functionality.

4.2.4. Exchange e-Tickets for the relevant Paper Tickets at the Museum's Ticket Office against a document confirming their eligibility for a benefit after purchasing reduced-fee Tickets for qualifying individuals on the Web-site.

4.2.5. Provide all required details of their e-Ticket or Online Order in a readable hard copy or electronic format at the entrance to the Museum or at the Ticket Office.

4.2.6. Check with the Museum/Event attendance policy in advance and comply with its rules.

4.3. The Museum shall

4.3.1. Have the right to change, at its sole discretion, the price of Tickets offered on the Web-site; however the Value of all and any prepaid Orders shall remain unaffected.

4.3.2. Limit, at its own discretion, the number of Tickets and Orders the Client may purchase/place.

4.3.3. Cancel the Orders of any User violating any terms or conditions of this Agreement.

4.3.4. Send communications related to the Museum's services (including those connected with ordering) to the Clients.

4.3.5. Deny access to an Event against the Ticket if the Client has violated the terms and conditions of this Agreement or the Museum/Event attendance policy.

4.4. The Museum must

4.4.1. Provide information about the Event, prices, available types of Tickets, ticket sales regulations, refund policy, and any other services related to the Event as well as the Museum/Event attendance policy to the Client, which information shall be complete and sufficient as required by applicable laws.

4.4.2. Provide to the Client an opportunity to order Tickets via the Museum's Web-site as well as to return them and get a Refund in accordance with the terms and conditions hereof.

4.4.3. Enable the Client to order reduced-fee Tickets for qualifying persons on the Museum's Web-site subject to their further exchange for Paper Tickets at the Museum's Ticket Office against a document confirming their eligibility for the benefit.

4.4.4. Publish the prices of all Tickets that can be ordered on the Web-site.

4.4.5. Not use the Buyer's personal data other than for purposes consistent with the terms and conditions hereof.

5. RULES OF TICKET PURCHASE AND REFUND

5.1. Payment and Refund Currency

5.1.1. According to the laws of the Russian Federation, amounts of money debited from the Client's Bank Card shall be in Russian roubles.

5.1.2. Subject to the legislation of the Russian Federation, amounts of money refunded to the Client's Bank Card shall be in Russian roubles.

5.2. The Client must pay for an Order on the Web-site with a Bank Card. An Online Order cannot be paid for at the Ticket Office.

5.2.1. After selecting any desired tickets, the Client initiates the order: the Client shall fill in all the fields of the e-questionnaire (the Client's valid e-mail, phone number and full name), accept the terms and conditions hereof, select the "Order" button and complete, in their due sequence, all the stages of the ordering process.

5.2.2. Upon successful Booking of the Tickets under their Order, the Client receives an e-mail message with a link to the Order sent to the e-mail address specified during the ordering process.

5.2.3. The Client may refuse to proceed with any unpaid Order at any time prior to the completion of an Order and the checkout if any terms and conditions hereof are unacceptable for the Client.

5.2.4. The Booking Period is three (3) hours. Should the Client fail to make the payment within the said period, the Ticket Booking is canceled and the Tickets are returned to general sale.

5.2.5. To pay for their Order, the Client is automatically redirected to the web-site of the Acquiring Bank System for verification of the Client's Bank Card details. If the Payment is successful, the amount equal to the Order Value is debited from the Bank Card. Where the Order Payment has not been made and/or has not been completed successfully, the Client may place a new Order and pay for it in accordance with Clause 5.2.

5.2.6. Once the payment has been completed successfully, the Client receives an e-mail to the e-mail address specified during the ordering process; the e-mail message contains a link to the e-Ticket to be saved in electronic format.

5.2.7. The Online Order or E-Ticket shall be deemed to be delivered if the letter of notification confirming the successful payment has been sent by the Museum's e-mail server. If the said notification or any other notices given to the visitor during the process of booking and paying for their Order are not delivered, this shall not serve as a confirmation of the Museum's failure to deliver the Order because such mail delivery does not depend on the Museum.

5.2.8. Reduced-fee and free e-Tickets shall be exchanged for Paper Tickets at the Museum's ticket office against a document confirming the individual's eligibility for the benefit. Tickets with the Event start time specified on them (including Tickets for exhibitions with visit sessions) shall be received at the Ticket Office at least 30 minutes before the Event starts. All other tickets shall be received at least 1 hour before the Museum's closing time.

5.2.9. The Client shall receive Subscription Tickets on a limited-issue form at the Museum's ticket office within its opening hours specified on the Web-site before attending the first Event included in the subscription.

5.2.10. Paper Tickets can be received at the Museum's ticket office only against the Order Number (or the relevant Online Order Form or e-Ticket in hard copy or electronic format).

5.2.11. If the Client chooses, at their own discretion, to cancel their Order, the Client shall have the right to the Refund of the money they paid when placing such Order in accordance with Clause 5.8. hereof.

5.3. Refusal to Issue Tickets

5.3.1. The Museum may refuse to issue Tickets if:

(a) the Payment System notifies the Museum of an actual or alleged fraudulent transaction performed using the Client's Bank Card before the Payment is refunded to the Client's Bank Card;

(b) the Tickets under the relevant Order have already been issued to the Client;

(c) the amount of Payment under the relevant Order had been refunded to the Client's Bank Card before the Client came to the Ticket Office to receive Tickets under the Order;

(d) the Museum's ticket system contains no information about the Online Order Payment as of the date and time of inquiry;

(e) the Client fails to present any documents confirming their eligibility for the benefit when requesting reduced fee Tickets for qualifying persons at the Ticket Office.

(f) the Client fails to produce any identification documents when the document confirming their eligibility for the benefit does not prove the Client's identity.

5.3.2. The Parties have agreed that if the Museum refuses to issue Tickets for any of the reasons specified in Clause 5.3. hereof, the Museum and the Client acknowledge that the Client has failed to receive Tickets under their Order due to their own fault and that the Museum shall

be released from its obligation to refund the Payment under such Order unless irregularities resulting in the refusal to issue the Ticket are remedied within the period established for receiving Tickets under the Order. The Payment amount is refunded to the Client only if the relevant Ticket cannot be issued for reasons beyond the Client's control.

5.3.3. If the Tickets under the relevant Order have not been actually received at the Museum's Ticket Office within the period specified in Clauses 5.2.8 and 5.2.9, the Museum has the right to withdraw from its obligations hereunder unilaterally in accordance with the terms and conditions hereof and to consider its obligations to the Client to have been discharged in full.

5.4. Denial of Admission against the Ticket

5.4.1. The Museum may deny admission against the Ticket if the Client fails to comply with the Museum attendance policy. The current version of the Museum attendance policy is available on the Museum's Web-site (pushkinmuseum.art).

5.5. Payment Security

5.5.1. The Client shall only make payments using their own Bank Card.

5.5.2. The security of Payments is ensured with the support of the Acquiring Bank that employs up-to-date protocols and technologies developed by Visa International, MasterCard Worldwide (3D-Secure: Verified by Visa, MasterCard SecureCode), and the Russian National Payment System MIR. The security of information transferred is ensured by the Acquiring Bank by means of up-to-date Internet security protocols.

5.6. Order Cancellation

5.6.1. The Museum shall cancel an Order if the Client revokes their Order at their sole discretion.

5.6.2. The Museum shall cancel any Order automatically upon its Booking Period expiration if the Payment System has not confirmed successful Payment.

5.6.3. The Museum may cancel the Order if any technical failure of the Ticket System occurs during the ordering process. In that case, the Order Value will be refunded to the Bank Card used to make the relevant Payment in accordance with Clause 5.8.3 hereof.

5.7. Information Support of the Client

5.1.7. Should any questions relating to ordering and making the Payment arise, the Client may contact the Museum via e-mail tickets@arts-museum.ru.

5.8. Refunding Rules

5.8.1. Rules of Refunding Payments for Online Orders

5.8.1.1. The Museum refunds only Payments for unused Online Orders placed on the Museum's Web-site using the Bank Card and only before the ordered Tickets have been received at the Museum's Ticket Offices. The Refund may only be paid to the Bank Card used to make the Payment.

5.8.1.2. Partially used Ticket (by visiting one of multiple areas covered by the ticket, or attending one of Events included in subscription) may not be returned.

5.8.1.3. The refund may only be given for all Tickets included in the order. In the case that some of the Tickets in the Order were used, a Refund for the remaining unused tickets is not possible with the exception of situations described under Clause 5.8.1.9.

5.8.1.4. A partial Refund for a Ticket that is part of a Series of Events (subscription, combined ticket) later than the terms specified in Clause 5.8.1.6 shall not be provided even in cases when the Customer has not visited a single event.

5.8.1.5. Tickets cannot be exchanged for any Tickets with another date or time or any Tickets of another price category, including exchanges with extra payment, or any Tickets to another Event, etc.

5.8.1.6. To get a Refund of the Payment, the Client completes the online refund application form (hereinafter referred to as the “Application”) (the Application form can be downloaded by using this [link](#)) and e-mails it to tickets@arts-museum.ru. The Application shall be sent from the e-mail address specified by the Client during the ordering process before the refund period expiration date.

The Refund period depends on the Ticket type:

<u>Ticket Type</u>	<u>To be refunded no later than:</u>
Admission Ticket with no fixed start time on the day of the visit	One (1) hour prior to the Museum's closing time on the day of the visit indicated on the Ticket
Ticket to an Event for which its start time on the day of the visit is not specified	
Combined Admission Ticket valid for more than One (1) day	One (1) hour prior to the Museum's closing time on the last day of the visit indicated on the Ticket
Admission Ticket with a fixed visiting session	at 11:59 p.m. of the day preceding the date of the Event
Individual ticket to a public guided tour	
Ticket to an Event with a fixed start time on the day of the visit	
Group guided tours	Three (3) days prior to the date of the excursion / first Event included in the subscription / concert
Subscription pass to lectures, tours and Mouseion workshops	
Ticket to a concert of the “December Nights of Sviatoslav Richter” Festival	

The Application shall be considered to have been received once the Application has arrived at the Museum's e-mail address. The Museum reserves the right to reject any Application received after the specified period.

5.8.1.7. After receiving an Application for Refund, the Museum emails an automatically generated notice of delivery to the sender's e-mail address specified under Clause 5.8.1.6. If the

notice of delivery has not been received, the applicant shall contact the Museum using contact details specified in Clause 5.7.1 to obtain the delivery confirmation. Otherwise, the Museum shall not be liable for non-delivery of the Application to the Museum.

5.8.1.8. Applications for Payment Refund are handled from Monday to Friday, 10:00 a.m.– 05:00 p.m., Moscow Time. The Museum accepts Applications for handling only if the Client has met all conditions stated in Clause 5.8.1.6. The Application is handled within ten (10) business days.

5.8.1.9. If an Order is returned after the period specified in Clause 5.8.1.6 based on documented reference to circumstances related to the illness of a visitor or a visitor's family member, or the death of a family member or a close relative/sibling as per the Family Code of the Russian Federation, the Museum shall refund the Ticket value if the following confirmation documents are provided:

- in the case of illness – not later than the date indicated on the Ticket from the Order;
- in the case of death – not later than ten (10) days after the date indicated on the Ticket from the Order.

5.8.1.10. The term “family members” refers to spouses, parents, and children (adoptive parents and adopted children); the term “close relatives” refers to grandparents, grandchildren, and siblings.

5.8.1.11. In the case of illness, the Customer shall provide a confirmation document, such as a scan or a photograph of a sick note, medical form 095u (for schoolchildren and college students), or a medical certificate from a health maintenance organization evidencing the medical care encounter and stamped and signed by a physician or a medical specialist, and scans or photographs of documents certifying the family relations (in the case of illness of a family member).

5.8.1.12. In the case of the death of a close relative, the Customer shall provide a confirmation document, such as a scan or a photograph of a registered death certificate (form No. 106/u-08) or a certificate issued by the Registry of Births, Marriages, and Deaths if the death occurred no more than 10 days before the date of visit specified on the ticket, and scans or photographs of documents certifying the family relations.

5.8.1.13. To receive a Refund in situations described in Clause 5.8.1.9, the Customer shall submit the prescribed Application, scans or photographs of documents confirming the reasons for the return, and their personal ID to the following e-mail address: tickets@arts-museum.ru. The applications are reviewed and the Customer is notified of the decision within ten (10) working days from the date of submission of the Application. The Application shall be considered to have been received once the Application has arrived at the Museum's e-mail address.

5.8.1.14. The Museum reserves the right to deny Refunds for Tickets sold on promotion or under special programs with non-standard terms of purchase (including discounts).

5.8.1.15. The Museum reserves the right to limit the number of Tickets to be refunded to one Customer or deny a refund if:

a) The Customer failed to provide the documents specified under Clause 5.8.1.6 or 5.8.1.13 hereof.

b) The Customer failed to observe the terms of Application submission specified under Clause 5.8.1.6 or 5.8.1.9 hereof.

c) The death of the Customer's family member or close relative occurred after the date indicated on the Ticket or 10 days or more before the date indicated on the Ticket.

d) Systematic Refund claims by the same Customer are observed (more often than twice a month).

5.8.2. Rules of Refunding the Payment for Tickets Received at the Museum's Ticket Office against an Online Order

5.8.2.1. The price of an unused Ticket received at the Museum's Ticket Office against an Online Order can only be refunded at the Museum's Ticket Offices.

5.8.2.2. Partially used Ticket obtained in the Ticket Office based on Online Order (by visiting one of multiple areas covered by the ticket, or attending one of Events included in subscription) may not be returned.

5.8.2.3. The refund may only be given for all Tickets included in the order. If some of the Tickets received at the Museum's Ticket Office against an Online Order were used, a Refund for the remaining unused tickets is not possible with the exception of situations described under Clause 5.8.2.10.

5.8.2.4. A partial Refund for a Ticket that is part of a Series of Events (subscription, combined ticket) later than the terms specified in Clause 5.8.2.8 shall not be provided even in cases when the Customer has not visited a single event.

5.8.2.5. Tickets obtained in the Ticket Office based on Online Order cannot be exchanged for any Tickets with another date or time or any Tickets of another price category, including exchanges with extra payment, or any Tickets to another Event, etc.

5.8.2.6. The price of the Tickets can only be refunded to the Bank Card used to make the Payment.

5.8.2.7. To get a Refund at the Ticket Office, the Client shall fill out the [prescribed](#) Application form (to be downloaded from the Web-site or obtained at the Ticket Office) and return all Tickets obtained in the Ticket Office based on Online Order while presenting their identification document and the Bank Card from which the payment amount was debited. The period within which the Ticket price is refunded to the Client's Bank Card depends on the card-issuing bank.

5.8.2.8. Refund Applications for Tickets received at the Museum's Ticket Office against an Online Order shall be submitted not later than:

<u>Ticket Type</u>	<u>To be refunded no later than:</u>
Admission Ticket with no fixed start time on the day of the visit	One (1) hour prior to the Museum's closing time on the day of the visit indicated on the Ticket
Ticket to an Event for which its start time on the day of the visit is not specified	

Combined Admission Ticket valid for more than One (1) day	One (1) hour prior to the Museum's closing time on the last day of the visit indicated on the Ticket
Admission Ticket with a fixed visiting session	
Individual ticket to a public guided tour	Thirty (30) minutes prior to the Event commencement
Ticket to an Event with a fixed start time on the day of the visit	
Group guided tours	Three (3) days prior to the date of the excursion / first Event included in the subscription / concert
Subscription pass to lectures, tours and Mouseion workshops	
Ticket to a concert of the “December Nights of Sviatoslav Richter” Festival	

5.8.2.9. If the Application has been submitted to the Ticket Office before the deadline, the box-office clerk shall give the refund on-the-spot. Where the deadline has not been met, the Client may submit their Application to the Museum's information desk. The applications are reviewed and the Customer is notified within 10 working days from the date of submission of the Application.

5.8.2.10. If Tickets received at the Museum's Ticket Office against an Online Order are returned after the period specified in Clause 5.8.2.8 based on documented reference to circumstances related to the illness of a visitor or a visitor's family member, or the death of a family member or a close relative/sibling as per the Family Code of the Russian Federation, the Museum shall refund the Ticket value if the following confirmation documents are provided:

- in the case of illness – not later than the date indicated on the Ticket from the Order;
- in the case of death – not later than ten (10) days after the date indicated on the Ticket from the Order.

5.8.2.11. The term “family members” refers to spouses, parents, and children (adoptive parents and adopted children); the term “close relatives” refers to grandparents, grandchildren, and siblings.

5.8.2.12. In the case of illness, the Customer shall provide a confirmation document, such as a scan or a photograph of a sick note, medical form 095u (for schoolchildren and college students), or a medical certificate from a health maintenance organization evidencing the medical care encounter and stamped and signed by a physician or a medical specialist, and scans or photographs of documents certifying the family relations (in the case of illness of a family member).

5.8.2.13. In the case of the death of a close relative, the Customer shall provide a confirmation document, such as a scan or a photograph of a registered death certificate (form No. 106/u-08) or a certificate issued by the Registry of Births, Marriages, and Deaths if the death occurred no more than 10 days before the date of visit specified on the ticket, and scans or photographs of documents certifying the family relations.

5.8.2.14. To receive a Refund in situations described in Clause 5.8.2.10, the Customer shall submit the prescribed Application, scans or photographs of paper Tickets received at the Museum's Ticket Office against an Online Order, the documents confirming the reasons for the return, and their personal ID to the following e-mail address: tickets@arts-museum.ru. The

applications are reviewed and the Customer is notified of the decision within ten (10) working days from the date of submission of the Application. The Application shall be considered to have been received once the Application has arrived at the Museum's e-mail address. If the Refund application is approved, the Customer shall report to the Museum's Ticket Office within thirty (30) days from the date of approval with the originals of unused Tickets obtained at the Museum's Ticket Office against an Online Order to receive the Returned Ticket Value.

5.8.2.15. The Museum reserves the right to deny Refunds for Tickets sold on promotion or under special programs with non-standard terms of purchase (including discounts).

5.8.2.16. The Museum reserves the right to limit the number of Tickets to be refunded to one Customer or deny a refund if:

1. The format and specifications of the Ticket do not match the format and specifications approved by an authorized executive federal body, or features of the Ticket design do not match the design approved by the Museum, or the Ticket contains edits, or the Ticket is counterfeit.
2. The Customer failed to provide the documents specified under Clause 5.8.2.7 or 5.8.2.14 hereof.
3. The Customer failed to observe the terms specified under Clause 5.8.2.8 or 5.8.2.10 hereof for submission of a Refund Application for Tickets received at the Museum's Ticket Office against an Online Order.
4. The death of the Customer's family member or close relative occurred after the date indicated on the Ticket or 10 days or more before the date indicated on the ticket.
5. Systematic Refund claims by the same Customer are observed (more often than twice a month).

5.8.3. Rules of refunding Tickets at the Museum's Initiative

5.8.3.1. Where the Payment is refunded due to the cancellation or replacement of any Event (provided that the Ticket is refundable) or due to any technical failure resulting in incorrect Order generation or Payment, the Museum shall cancel such an Order and refund the total amount of the Payment to the Client. The Museum informs the Client about cancellation, replacement or rescheduling of the Event by publishing such information on the Museum's Website.

5.8.3.2. The Parties have agreed that the Refund given by the Museum with regard to any Payment under the relevant Order in accordance with the terms and conditions of this Agreement and/or the Rules of International Payment Systems and the laws of the Russian Federation shall be recognized by the Parties as a reasonable ground for the Museum to terminate its obligations under this Agreement and to consider its obligations to the Client to have been discharged in full.

5.9. Date of Refund

5.9.1. The Payment shall be considered to have been refunded on the day when the money was debited from the transit account of the Acquiring Bank. The Museum shall not be liable for any further transfer of the money.

6. PRIVACY POLICY

6.1. The Museum undertakes not to disclose the information received from the Client. The Museum shall not be deemed to be violating this Agreement when it discloses such information to any third parties contracted by the Museum in order to perform its obligations to the Client. The Museum shall provide access to the personal data only to those of its employees, subcontractors and agents who need to know this information to ensure the functioning of the Web-site and the provision of services to the Client.

6.2. The Client's data shall be processed in accordance with the laws of the Russian Federation. The Museum processes the Client's data in order to provide services to the Client, check, examine and analyze such data and to contact the Client. The Museum shall take all necessary and reasonable actions to protect the Client's data against unauthorised access and disclosure of such data.

6.3. By accepting the User Agreement on the Web-site, the Client agrees to the processing of their personal data, using any automation technology or otherwise, including collection, organization, accumulation, storage, adjustment (updating, alteration) retrieval, use, distribution (including data transfer), depersonalization, blocking, erasure or destruction of personal data provided by the Client in connection with the performance of this Agreement as well as any other operations provided for in Federal Law No. 152-FZ On Personal Data dated July 27, 2006.

6.4. The Museum is not responsible for verifying the accuracy of the Client's data or reviewing whether they are up-to-date, but assumes that the Client provides accurate and adequate data when completing the Order form and keeps this information updated. The Client shall be solely liable for any potential adverse effects resulting from the Client's providing inaccurate or false data.

6.5. The Museum may use the information provided by the Client to ensure the compliance with the applicable laws (including the prevention and/or curtailment of any illegal or abusive practices of the Client). The information provided by the Client may only be disclosed in compliance with the applicable law by order of the court, law enforcement agencies or as otherwise required by the applicable laws.

6.6. It is the Client's sole responsibility to prevent disclosure of information about their Order Number and details.

6.6.1. The Museum shall not be liable to the Client in case the Client's Order has been collected from the Ticket Office by an individual who has given the Order Number but who is not the Client and that individual has attended the Event against that Ticket.

6.6.2. The Museum shall not be liable to the Client if an individual who is not the Client has attended the Event against a valid e-Ticket and may deny admission to all individuals presenting tickets with the same barcode.

7. LIMITATION OF LIABILITY

7.1. The Client shall use the Web-site and the functionality provided to the Client at their own risk. The Museum shall not be liable for the improper use of the Web-site by the Client as well as its suitability for their purposes or its conforming to their expectations.

7.2. The Museum shall not be held liable under any contracts between the Client and any third party.

7.3. The Museum shall have the right to terminate, at its own discretion, the Web-site operations fully or partially without any prior notice to the Client. The Museum shall not be liable for any suspension or termination of its Web-site operations.

7.4. The Museum shall make its best efforts to ensure the proper functioning of its Web-site; however the Museum shall not be liable for failure to perform or improper performance of its obligations to the Client hereunder with regard to the indemnity of any damage (loss), whether direct or indirect, resulting from the unavailability of its Web-site.

7.5. The Museum's Web-site operations can be suspended without any notice to the Client in case of any force majeure event, or faults and failures of the hardware and software systems of any third parties cooperating with the Museum, or any third parties' actions (or inaction) intended to suspend or stop the operation of the Web-site.

7.6. The Museum shall not be liable for time periods within which banks or other organizations transfer Payments and Refunds.

7.7. The liability of the Museum shall not exceed the cost of the Tickets purchased by the Client.

7.8. The Parties shall not be liable for failure to perform all or any part of their obligations if such failure is due to force majeure circumstances arising after this Agreement has come into effect and caused by any extraordinary events that parties could not reasonably foresee or prevent.

7.9. The Museum shall not be liable in connection with any disputes or disagreements between the Client and the Payment System and/or credit institution relating to any Payments.

8. FINAL PROVISIONS

8.1. This document constitutes an entire Agreement between the Client and the Museum and establishes the terms of use of the Museum's Web-site. Should there be any discrepancies between the text of the Agreement published on the Web-site and any other text hereof, the former shall prevail.

8.2. Any matters not covered in this Agreement shall be regulated in accordance with the laws of the Russian Federation.

8.3. Should there be any disputes or disagreements relating to this Agreement and its scope, the Museum and the Client shall make their best efforts to resolve them by the way of negotiation. Any dispute that the Parties fail to resolve by the way of negotiations shall be referred to and resolved by court in accordance with the applicable laws of the Russian Federation.

8.4. The Client hereby confirms that he/she has read and accepts all terms and conditions of this Agreement in their entirety (and without reservation). The Client hereby agrees to observe all terms and conditions of this Agreement in their relationship with the Museum.