

## USER AGREEMENT

PLEASE CAREFULLY READ THIS USER AGREEMENT. BY USING THE WEBSITE [WWW.GRANDEUROPECATERING.COM](http://WWW.GRANDEUROPECATERING.COM) AND/OR THE WEBSITE [WWW.GRANDHOTELEUROPE.COM](http://WWW.GRANDHOTELEUROPE.COM), YOU, THE USER, HEREBY ADHERE TO THIS USER AGREEMENT AND ACCEPT ALL TERMS AND CONDITIONS BELOW. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE WEBSITES.

This User Agreement (the **Agreement**) governs the relations between Europe Hotel LLC, a legal entity existing under the laws of the Russian Federation (main state registration number (OGRN) 1047855113393 and tax identification number (INN) 7841304521) and registered at 1/7 Mikhailovskaya street, St Petersburg, 191011, the Russian Federation (the “**Company**”), and any person (the “**User**”) visiting or using the websites available at [www.grandhoteleurope.com](http://www.grandhoteleurope.com) and/or [www.grandeuroppecatering.com](http://www.grandeuroppecatering.com) (jointly, the “**Websites**”).

### 1. General

- 1.1. The Company is the owner of the Websites. The Company hereby grants the right to access and use the Websites to the User, and the User undertakes to use them in a proper manner within the limits set forth herein.
- 1.2. The main purpose of the Website available at [www.grandhoteleurope.com](http://www.grandhoteleurope.com) is to provide general information about Grand Hotel Europe (the “**Hotel**”) and organize the booking of hospitality and related services.
- 1.3. The main purpose of the Website available at [www.grandeuroppecatering.com](http://www.grandeuroppecatering.com) is to publicly offer the Company’s catering and other related services.
- 1.4. The Websites contain solely marketing and general information for the User’s reference.
- 1.5. This Agreement shall not govern any arrangements concerning the hospitality services, services related to the hospitality, any other services and works for the User, sale and purchase of any products, as well as any other fee-based relations between the Company and the User.
- 1.6. For the avoidance of doubt, nothing on the Websites (except for this Agreement) shall be regarded as a public offer, other offer, or a commercial proposal concerning the catering. The Company may conclude a catering agreement or an agreement on a related services only in writing upon negotiating their terms and conditions between the User and the Company’s authorized managers.
- 1.7. The Company has the right to unilaterally amend the terms and conditions of this Agreement without notifying the User. The valid version of the Agreement is always available on the Websites. The User shall check the up-to-date terms and conditions of the Agreement from time to time.

### 2. Intellectual Property Rights

- 2.1. The Company owns the duly registered intellectual property (exclusive) rights and/or license rights to each Website as a compiled work and all results of intellectual activity posted thereon including, among other things, texts, photos, charts, graphic pictures, other

images, parts of interface, logos, computer programs, including source codes and object codes, other copyrights, video and audio records, databases and other neighboring right items, trademarks and service marks, the Company's name and trade names, as well as the composition and arrangement of the said items on the Websites' pages, design of the Websites, including their appearance, color palette selection, structure, and fonts (all above-mentioned intellectual property items are hereinafter jointly referred to as the **Content**).

2.2. The User shall respect the Company's rights to the Websites and the Content and refrain from any actions that may directly or indirectly result in an infringement of the Company's rights to the Websites and the Content or facilitate committing such infringement by a third party.

### **3. Use of Websites**

3.1. The Company grants the User a non-exclusive gratuitous right (license) to use the Websites and the Content worldwide in the following ways:

- access and read the Content by launching the Websites in a browser window during the User's web session;
- record any pages of the Websites on a digital data medium (for example, a hard drive or flash drive) or print them out and use for the personal / internal non-commercial needs of the User or a legal entity (private entrepreneur) with which the User is employed provided that the User (and a legal entity (sole entrepreneur) if the User performs work duties) observes the restrictions specified below. It is prohibited to: (i) distribute copies (printouts) of any pages of the Websites or fragments thereof or create multiple copies of such pages unless such actions are necessary for the purpose mentioned above; (ii) delete, change, or hide copyrights or other IP protection signs and notices; (iii) record (print) any pages of the Websites or their fragments if they contain prohibition notices or software tools preventing such actions; (iv) change or add the Content; and (v) save or print out any intellectual property related to the Content without saving (printing) the Website page on which they are placed (except for citations as explained below);
- use functions available on the Websites for their purposes as determined by the Company; and
- cite the Content to the extent necessary for the legitimate purpose of citing provided that the relevant Website is indicated as the sources of citation (by a hyperlink reference).

3.2. The User shall have no right to sublicense any of his/her rights specified in clause 3.1 hereof.

3.3. The User shall have the rights set forth in clause 3.1 hereof provided that he/she complies with all provisions of this Agreement. A breach of any clause hereunder entails automatic and immediate termination of the User's rights to use the Websites without a specific notice.

3.4. The Company may, at its sole discretion, terminate or limit access to the Websites for a single User or a group of Users without explanations.

3.5. It is prohibited for the User to

- reproduce the Content in any printed periodical publication and further distribute the copies of such periodical publication, broadcast or broadcast via cable the Content and make it available to the public without the Company's prior written permission (for the avoidance of doubt, nothing in this Agreement shall be construed as such permission);

- access the settings of the Websites that are not intended for Users;
- perform any actions aimed at misrepresenting as another User;
- use the Websites and/or the Content in any ways not specified in clause 3.1 hereof including, but not limited to creating derivatives, decompiling, and incorporating in composite works;
- use of the Websites and/or the Content in any way for the User’s commercial purposes except for the cases when the User obtained a preliminary written permission for such use from the Company (for the avoidance of doubt, nothing in this Agreement shall be construed as such permission);
- create any phishing web resources or other web resources confusingly similar to the Websites or the Content;
- take any actions with regard to the source code of the Websites;
- circumvent the navigation system of the Websites and take any actions aimed at causing inappropriate functioning of the Websites, slowing down or impeding their operation, artificially increasing the load on servers and communication channels;
- circumvent antiviruses, firewalls, and security tools of the Websites and their hosting servers;
- search for vulnerabilities of the Websites and use them;
- access the Websites using web-bots other than official web-crawlers belonging to search engines;
- use the Feedback Forms (as this term is defined in clause 4.1 hereof) for the purposes other than those set forth by the Company, among other things, for sending viruses, advertisements, spam or fraudulent messages through the Feedback Forms;
- sending Messages (as this term is defined in clause 4.1 hereof) containing knowingly false information, obscenities, or offensive language in respect of the Company, any person or group;
- track the actions of other Users and check their identities;
- put in a webform information for which this webform is not intended;
- use webforms for submitting legal messages to the Company unless the relevant webform is specifically intended for submitting such messages;
- use room booking webforms for sending messages on other topics and use these webforms other than as intended;
- take any actions contradicting the laws of the Russian Federation and (or) the country where the User is located;
- take any other actions prohibited by the terms and conditions of this Agreement; and
- incite other persons to take the above actions.

#### **4. Feedback Forms**

- 4.1. The Company may place the webforms (the “**Feedback Forms**”) on the Websites so that the Users may send messages on topics specified in the headers or explanatory texts of the Feedback Forms (the “**Messages**”) to the Company.
- 4.2. If the User specifies the name of company (sole entrepreneur) or expresses his/her interest in corporate services, the Company shall regard such User as a representative or other employee of a legal entity (sole entrepreneur) to which the Company addresses its marketing and with which the Company negotiates. In all other cases, the User shall send the Messages in his/her own name and exclusively on his/her own behalf.
- 4.3. The Messages not corresponding to the purpose of a Feedback Form (to be indicated in the header) may be deleted without further consideration.

- 4.4. The Messages shall be in Russian or English. The Company shall have the right to ignore the Messages in other languages.
- 4.5. The Feedback Forms are not intended for
- any materials with restricted access, such as banking secrets, tax secrets, personal data originated from any person other than the sender; and/or
  - legal Messages, i.e. the Messages submitted on the ground of a provision of law or other enactment or for the purpose of enforcement of such legal provision, as well as the Messages aiming at creating legal consequences for the Company and/or the User (sender), for example, claim letters, attorney’s inquiries, information requests of state bodies, cease and desist letters, etc.).

If such Messages are submitted, the Company will be unable to ensure their safe delivery and proper reaction. If necessary, the Users shall send such Messages in writing according to the Company's registered (postal) address specified in clause 12.1 hereof.

- 4.6. The Company takes its best efforts to promptly process the Messages. However, the Company disclaims any responsibility for sending replies to the User within any timeframes unless the laws of the Russian Federation prescribe otherwise. The Company shall have the right to leave any Message unanswered and unconsidered if this Message does not meet the terms and conditions hereof or in other cases at the Company’s discretion.
- 4.7. The Company’s clients, contractors, and any other contracting parties shall not use the Feedback Forms for the correspondence concerning their service under their agreements with the Company. They shall directly contact the Company’s managers or other authorized employees responsible for the relevant agreement.
- 4.8. The Messages submitted through the Feedback Forms shall be kept in secret and the Company shall not disclose them unless (i) the User (sender) asks the Company in writing to disclose his/her Message to a third party or make it public; (ii) the Message shall be disclosed by virtue of the applicable law or subject to a lawful order of a competent court, law-enforcement agencies, or other state bodies; (iii) the Messages are accessed by the Company’s technical support suppliers maintaining the Websites and IT systems subject to the requirements and restrictions established by the laws of the Russian Federation; (iv) the Messages contain information about committed or imminent crimes or administrative offences, or elements thereof, or information infringing the Company’s rights, or factual information about such infringements.

## **5. Online booking**

- 5.1. On the Website available at [www.grandhoteleurope.com](http://www.grandhoteleurope.com), the User may book rooms and related services in the Hotel via the Online Booking Module TravelLine: Booking Engine (the “**Module**”). The Module is a software program owned by TRAVEL LINE SYSTEMS LLC (main state registration number (OGRN) 1141215003214 and tax identification number (INN) 1215180595). The Company uses the Module on the ground of a non-exclusive license.
- 5.2. The Module’s user interface is incorporated into the Website pages available at [www.grandhoteleurope.com](http://www.grandhoteleurope.com). The Company disclaims any responsibility regarding the functioning and accessibility of the Module, avoiding mistakes in the Module’s functioning or any other responsibility concerning the Module. The Company waives any liability for

issues arising out of the Module's functioning. This Agreement shall not govern the use of the Module.

## **6. External Links**

- 6.1. The Websites may contain links to third-party resources. The Company uses its best efforts to exclude any links to unreliable, fraudulent, or similar web resources. Such web resources are beyond the scope of this Agreement. The Company shall not bear any liability for the content and functioning of third-party web resources expressly including any possible damage that the Users may suffer on the said web resources.

## **7. IP Infringements**

- 7.1. If the User or other rightholder believes that the Company infringes he/her/its intellectual property rights, please notify the Company. The contact details are specified in clause 12.1 hereof. The rightholder shall submit a written cease and desist letter (scanned copy) containing links to particular Website pages and/or network addresses, where the allegedly infringing Content is placed, and attach evidence of the rightholder's intellectual property rights so that the Company will be able to promptly react on the alleged infringement. If the claim letter is signed by a representative, this representative shall also attach a confirmation of his/her powers (e.g., a power of attorney).

## **8. No Warranty**

- 8.1. ACCESS TO THE WEBSITES AND CONTENT SHALL BE PROVIDED TO THE USER ON AN "AS IS" BASIS. THE COMPANY HEREBY WAIVES ALL WARRANTIES WITH RESPECT TO THE CONTENT AND THE WEBSITES. AMONG OTHER THINGS, THE COMPANY NEVER WARRANTS TO THE USER THAT: (I) THE WEBSITES ARE FREE FROM PROGRAM ERRORS, INTERRUPTIONS AND THAT THEY ARE COMPATIBLE WITH THE USER'S DEVICES AND CORRECTLY DISPLAYED ON SUCH DEVICES; (II) THE WEBSITES WILL BE PERMANENTLY ACCESSIBLE TO THE USER (EXCEPT FOR THE PRIVACY POLICY PAGES); (III) THE WEBSITES CONTAIN COMPLETE, EXHAUSTIVE, ACCURATE, ERROR-FREE INFORMATION ABOUT THE COMPANY, ITS SERVICES AND ACTIVITIES THAT IS APPROPRIATE FOR THE USER'S NEEDS; (IV) WHEN PRINTING OR RECORDING TO A DIGITAL MEDIUM, THE WEBSITE PAGES WILL LOOK THE SAME AS THEY LOOK ONLINE; (V) THE WEBSITES DO NOT CONTAIN INFORMATION, ACCESS TO WHICH IS PROHIBITED OR RESTRICTED IN THE COUNTRY WHERE THE USER IS LOCATED; AND (VI) THE WEBSITES DO NOT CONTAIN INFORMATION THAT, IN THE USER'S OPINION, MAY BE INCORRECT OR OFFENSIVE.
- 8.2. WHEN USING THE WEBSITES, THE USER SHALL RELY ON HIS / HER OWN ANTIVIRUSES, FIREWALLS, AND OTHER INFORMATION SECURITY TOOLS. THE COMPANY USES ITS BEST EFFORTS TO PROTECT THE WEBSITES FROM HACKING ATTACKS, CYBERCRIMES, AND OTHER THIRD-PARTY ACTIONS THAT ARE HARMFUL AND DANGEROUS TO THE USER. HOWEVER, THE COMPANY WAIVES ANY WARRANTIES THAT A THIRD PARTY WILL BE UNABLE TO ILLEGALLY USE THE WEBSITES AND THEIR CONTENT TO THE DETRIMENT OF THE USER.

## **9. Limitation of Liability**

- 9.1. THE COMPANY SHALL NOT BE LIABLE FOR ANY BREACH OF THE OBLIGATIONS UNDER THE AGREEMENT AND FOR ANY LOSSES INCURRED BY THE USER AS A RESULT OF USING THE WEBSITES, EXCEPT AS DUE TO THE COMPANY'S WILFUL INTENT. THE COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE TO THE USER, UNLESS IT IS CAUSED BY THE COMPANY'S FAULT. THE PARTIES AGREE THAT IN NO CASE SHALL THE COMPANY REIMBURSE THE USER FOR THE LOST PROFITS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR OTHER LOSSES OR DAMAGES, AS MAY BE PRESCRIBED BY THE LAWS OF THE COUNTRY WHERE THE USER RESIDES.
- 9.2. THE USER SHALL BE FULLY LIABLE FOR ANY BREACH OF THIS AGREEMENT OR ANY INFRINGEMENT OF THE COMPANY'S INTELLECTUAL PROPERTY AND OTHER RIGHTS ACCORDING TO THE APPLICABLE LAW AS DEFINED IN CLAUSE 11 HEREOF AND THE LAWS APPLICABLE AT THE USER'S LOCATION (IF THE USER'S ACTIONS CONSTITUTE A CRIME OR OTHER OFFENCE UNDER THE LAWS OF THAT COUNTRY).

## **10. User Personal Data**

- 10.1. Personal data originated from the User shall be kept in confidence. The personal data shall be processed according to the [Privacy Policy](#).

## **11. Applicable Law and Dispute Resolution**

- 11.1. This Agreement and all relations between the User and the Company in connection with the use of the Websites shall be governed by the laws of the Russian Federation.
- 11.2. All disputes arising out of this Agreement or connected with the use of the Websites shall be finally resolved by a competent court at the location of the Company.

## **12. Contact Details**

- 12.1. All inquiries on the operation of the Websites and cease and desist letters shall be sent via e-mail: [office@grandhoteleurope.com](mailto:office@grandhoteleurope.com) or to the following postal address: 1/7 Mikhailovskaya street, St Petersburg, 191011, the Russian Federation.