

# Public Offer Agreement on Service Delivery Using the UFS Ltd. Online Service

Before using the online service of UFS Ltd. to book electronic air tickets, aeroexpress train tickets, railway tickets, bus tickets, and hotels, enter into insurance contracts and receive other services provided by UNIVERSAL FINANCIAL SYSTEM Limited Liability Company (UFS Ltd., location address 119019, Moscow, Novy Arbat str., 21, postal address: 123290, Moscow, 1st Magistralny tupik, 5A, Primary State Registration Number (OGRN) 1037789003845; Taxpayer Identification Number (INN) 7708510731; Tax Registration Reason Code (KPP) 770401001), hereinafter also referred to as the "UFS Services", you shall read the Public Offer Agreement on Service Delivery Using the UFS Ltd. Online Service (the "Offer" and/or the "Agreement"). The online service of UFS Ltd. may be used to purchase the UFS Services only on the terms of this Offer. If you do not accept the terms of the Offer in full, the provision of the UFS Services using the UFS Ltd. online service is impossible.

When purchasing the UFS Services using the UFS Ltd. online service, you shall read the Help (Railway, Air, Bus) section at <https://www.ufs-online.ru/> (the "Company's Website"), which provides detailed information about the rules and specifics of providing the UFS Services.

The Offer shall be deemed accepted by you fully and unconditionally, without any exceptions and/or limitations, and shall come into force after you perform the actions provided for in Section 11 of this Offer.

## 1. General Provisions

1.1. This Agreement contains all the essential conditions for the provision of the UFS Services, using the Company's Website, to individuals having the legal capacity (the "Customers") and, in accordance with Article 437 of the Civil Code of the Russian Federation, is the official written public offer of UNIVERSAL FINANCIAL SYSTEM Limited Liability Company (the "Company").

1.2. In the Offer, the Company and the Customer shall be jointly referred to as the "Parties" and individually as the "Party".

## 2. Subject of the Agreement

2.1. This Agreement defines the conditions and procedure for the provision by the Company to the Customer of services for preparing and booking electronic air tickets, aeroexpress train tickets, railway tickets, bus tickets, and hotels, concluding insurance contracts and receiving other services provided by the Company using the Company's Website.

2.2. The Company shall provide services to the Customer around the clock. If there are technological interruptions in the work of the Company's Website, their frequency shall be indicated in the Help (Railway, Air, Bus) section. All operations under this Agreement that are not performed automatically, except for the Help Desk operations, shall be performed by the Company on business days that are defined as such in accordance with the laws of the Russian Federation.

2.3. The Company shall ensure that the Company's Website contains up-to-date prices for the UFS Services and the Company's internal fees (if any).

### **3. Procedure for Providing the Customer with the UFS Services using the Company's Website**

3.1. To use the Company's Website, the Customer may either pass the registration procedure, as a result of which a unique account will be created for him/her, or use the Company's Website without registration.

3.2. When using the Company's Website, the Customer shall provide reliable personal data about himself/herself and up-to-date contact details. If the Customer provides incorrect information, or the Company has reason to believe that the information provided by the Customer is incomplete or inaccurate, in this case the Company may, at its discretion, block or delete the Customer's account, and shall not be liable to the Customer in case the Service Providers fail to provide the relevant services (in this case, the Service Providers include carriers and other entities providing services to the Customer in accordance with the transportation contracts and/or other contracts concluded between them through the Company's Website).

3.3. Transportation, insurance, hotel service and other contracts, which may be executed using the Company's Website, are concluded between the Carrier/Insurer/Service Provider and the Customer. The Company is not a party to the contracts concluded by the Customers with the Service Providers, Carriers and Insurers through the Company's Website and shall not be liable for their actions/omissions.

When the Customers buy electronic tickets from carriers that participate in the Billing and Settlement Plan (the "BSP") and have concluded a Standard Agreement on Sales of Electronic BSP Air Tickets and Related Services with Transport Clearing House JSC, all passenger air transportation contracts are concluded by the Customers directly with such carriers.

3.4. The Company is not a Carrier, Insurer, Service Provider of hotel and other services, which can be ordered through the Company's Website. The Company only provides the Customer with access to the Company's Website for the purpose of booking electronic air tickets, aeroexpress train tickets, railway tickets, bus tickets, hotels, concluding insurance contracts and receiving other services.

3.5. The Company does not act as a seller of electronic tickets, insurance contracts and other services, which can be ordered through the Company's Website. The Company searches for the best conditions of transportation and provides the technical possibility to acquire an electronic ticket, insurance contract or other service. The Company acts neither as a tour operator nor as a travel agent, and is not responsible for any other aspects of the Customer's or third party's journey, such as obtaining visas and other travel authorizations, validation and receipt of ID documents of the Customer or third party and insurance policies, hotel accommodation, flights performed by different carriers and flight connections, and other aspects.

3.6. The Company is not a recipient of income under contracts concluded through the Company's Website (air transportation contracts, railway transportation contracts, insurance contracts, hotel service contracts, and other contracts, which can be executed using the Company's Website). The cost of transportation, insurance, hotel and other services is set by the Carriers, Insurers and Service Providers. Funds received by the Company in payment for the cost of transportation, insurance, hotel and other services shall be the property of Carriers, Insurers and Service Providers. The Company shall charge only a service fee for the provision of access to the Company's Website.

3.7. The personal data provided by the Customer shall be stored and processed by the Company in accordance with Clause 4 of this Agreement.

3.8. When registering, the Customer specifies his/her e-mail address as a login and chooses a password to access his/her account (the "Authorization Data"). The Company may prohibit the use of certain logins and set password requirements (length, allowed characters, etc.).

3.9. The Customer shall be solely responsible for the security (resistance to guessing) of his/her password, and shall ensure the confidentiality of his/her password.

3.10. If the Customer has an account, he/she may at any time change (update, supplement) or delete the personal data provided by him/her or a part thereof by editing the personal data on the relevant page of the Company's Website. When the Customer deletes the personal data on the relevant page of the Company's Website, they shall be stored in the Company's databases in accordance with the requirements of the law.

3.11. If the Customer loses the Password, it can be restored in the manner prescribed in the Help (Railway, Air, Bus) section on the Company's Website.

3.12. Procedure for using the Company's Website:

3.12.1. When using the Company's Website, the Customer shall comply with the laws of the Russian Federation and respect the rights and legitimate interests of the Company.

3.12.2. The Customer may not disclose or otherwise transfer his/her Authorization Data to any third parties.

3.12.3. Before entering his/her Authorization Data, as well as his/her personal data, the Customer shall make sure that:

- connection to the Company's Website is established via the https protocol;
- URL of the Company's Website is indicated in the URL line of the browser used;
- SSL connection certificate has been verified and complies with the Company's Website.

3.12.4. The Customer shall ensure the anti-virus security of the device used to access the Company's Website.

#### **4. Processing of the Customer's Personal Data**

4.1. Purposes of collection and processing of the Customers' personal data:

4.1.1. The Company shall collect and store only such personal data that are necessary to provide the services to the Customer under this Agreement and to enable the Customer to use the Company's Website.

4.1.2. Personal data mean any information relating to a directly or indirectly identified or identifiable individual (personal data subject) that may include, but is not limited to: last name, first name, patronymic, date of birth, gender, ID document details, mobile phone, e-mail, etc.

4.1.3. List of personal data processing activities:

- performing transactions for the sale of UFS Services to the personal data subjects when using the Company's Website, including:
  - ✓ Identification;
  - ✓ Providing access to the Company's Website for you for further booking of electronic air tickets, aeroexpress tickets, railway tickets, hotels, transfers in Russia and abroad, conclusion of insurance contracts and receipt of other services of the Company;
  - ✓ Interacting with you, including sending notices, requests and information regarding the use of the Company's Website and the provision of services by the Company, as well as processing requests and applications. This information includes, but is not limited to, communications for the purposes of confirming bookings, reservations, cancellations,

notifications of changes in flight schedules, train movements, aircraft departure/arrival, including in the event of emergencies, and other events related to the provision of services by the Company;

- Informing about tariffs and discounts of carriers, sending advertising and information materials by mail, and conducting statistical research, including:
  - ✓ Interacting with you, including, but not limited to, sending notices, advertising and information materials, requests and information regarding the use of the Company's Website, by using the contact details provided by Users;
  - ✓ Improving the quality and usability of the Company's Website, developing new services;
  - ✓ Conducting marketing campaigns and events;
  - ✓ Promotion of the services provided by the Company;
  - ✓ Conducting surveys and studies to identify the level of satisfaction/dissatisfaction with the Company's Website;
  - ✓ Obtaining information about the promotions, news and discounts of the Company and/or the Company's Partners.

4.1.4. The Company may use the Customer's personal data for the following purposes:

- Customer identification;
- Providing the Customer with access to the Company's Website;
- Providing the Customer with the services provided for in Clause 2.1 hereof;
- Interacting with the Customer, including sending notices, requests and information regarding the use of the Company's Website and the provision of services by the Company, as well as processing requests and applications from the Customer. This information includes, but is not limited to, communications for the purposes of confirming bookings, reservations, cancellations, notifications of changes in flight schedules, train movements, aircraft departure/arrival, and other events related to the provision of the UFS Services.

4.2. Conditions of processing the Customer's personal data and their transfer to third parties:

4.2.1. The confidentiality of the Customer's personal data shall be ensured, except in cases when the user voluntarily provides information about himself/herself to an unlimited number of persons.

4.2.2. The Company may transfer the Customer's personal data to third parties in the following cases:

- Transfer is required as part of the provision of UFS Services and the use of the Company's Website by the Customer;
- Transfer is provided for by the Russian or other applicable laws as part of the statutory procedure;
- Transfer takes place as part of the sale or other transfer of the business (in whole or in part), and the transferee assumes all obligations to comply with the terms of this Agreement with respect to the personal data it receives;
- In other cases provided for by applicable Russian and/or other laws.

4.3. The Company shall take the necessary and sufficient technical and organizational measures to protect the Customer's personal data from an unauthorized or accidental access, destruction, modification, blocking, copying, distribution, and other illegal actions of third parties.

4.4. Processing of personal data includes: collection (receipt of personal data), systematization, accumulation, storage, clarification (update, change), use for the purposes of this Agreement, transfer to third parties under this Agreement, including cross-border transfer, as well as deletion, depersonalization, blocking and destruction.

4.5. The Company shall process personal data in accordance with the Personal Data Processing Policy available at <https://static.ufs-online.ru/offers/personal-politika-offer.pdf>.

## **5. Links to other Websites**

5.1. The Company's Website may contain links to other websites on the Internet (third-party websites). These third-party websites and their content are not checked by the Company for compliance with certain requirements (reliability, completeness, legality, etc.). The Company shall not be liable for any information and materials posted on third-party websites to which the Customer gains access.

5.2. Any link (in any form) to any website, product, service, or any information of a commercial or non-commercial nature posted on the Company's Website does not constitute a Company's approval or recommendation of these products (services, activities), unless it is expressly stated on the Company's Website.

## **6. Procedure for Purchasing the Services through the Company's Website**

The rules and specifics of acquisition and exchange of the UFS Services as well as modification and cancellation of purchase orders through the Company's Website are described in detail in the Help (Railway, Air, Bus) section.

## **7. Fees**

7.1. The Company may charge the Customer a service fee for the provision of services under this Agreement in the amount and in the manner published on the Company's Website.

7.2. The Company may unilaterally change (increase, decrease), establish new fees, and cancel existing fees, in whole or in part. These changes shall take effect from the date of their publication on the Company's Website.

7.3. In case of disagreement with the new fees, the Customer may unilaterally withdraw from this Agreement.

## **8. Procedure for Information Interaction of the Parties**

8.1. When submitting his/her personal data, the Customer shall provide the Company with a reliable e-mail address and telephone number to receive notices from the Company about each operation he/she performs using the Company's Website.

## **9. Consideration of Customer's Applications and Dispute Resolution**

9.1. In the performance of the Agreement, the Customer may send any notices, requests, claims, applications, complaints and other inquiries to the Company, whether provided for or not in this Agreement, by any means whatsoever.

9.2. All disputes and disagreements arising from this Agreement at the initiative of the Customer shall be resolved in compliance with the pre-trial complaint procedure. If a dispute is not resolved within

thirty (30) business days after receipt of the Customer's claim, either Party may apply to the court at the location of the Company for resolution of the dispute.

9.3. After receiving from the Customer an application in writing or in any other form, including a claim, the Company shall consider the application and notify the Customer of the results within thirty (30) calendar days or, if the information on the Customer's personal data is provided, within ten (10) business days after receipt of the application.

9.4. The response to the Customer's application (including the claim) shall be sent to the Customer by any means, at the discretion of the Company. If a decision is made on the full satisfaction of the claim, the Company may take appropriate actions without sending a response to the applicant on the satisfaction of the claim.

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

10.1. The Company may suspend the operation of the software and/or hardware that ensures the technical interaction of the Parties hereunder in the event of any significant malfunctions, errors and failures, as well as for the purpose of performing preventive maintenance and preventing unauthorized access.

10.2. The Company shall notify the Customer of any changes to this Agreement (including fees and/or additional services) by posting a notice on the Company's Website or notifying the Customer in any other way stipulated by this Agreement.

10.3. The Customer shall not disclose or otherwise transfer his/her Authorization Data to third parties.

10.4. The Customer shall provide the Company with the information and documents required by the Company in the performance of this Agreement.

10.5. When the Customer uses the Mobile Application to order the UFS Services for passengers, the Customer shall inform the passengers about any changes in the railway schedule in case of emergencies.

## **11. Procedure for Concluding the Agreement and Term thereof**

11.1. This Agreement is concluded between the Company and the Customer in the form of an adhesion contract (Article 428 of the Civil Code of the Russian Federation).

11.2. By clicking the "Pay" button, the Customer agrees to enter into this Agreement and accepts the terms and conditions of this Agreement.

11.3. The Customer accepts the terms and conditions of this Agreement fully and unconditionally, without any exceptions and/or limitations. This acceptance is equivalent to the conclusion of a bilateral written agreement (Clause 3 of Article 434 of the Civil Code of the Russian Federation).

11.4. The term of this Agreement is not limited.

11.5. This Agreement shall come into force upon its acceptance in accordance with the procedure established by Clause 11.2 hereof. This Agreement shall be valid until the full performance of the obligations by the Parties and shall be terminated on the basis of Clause 1 of Article 408 of the Civil Code of the Russian Federation in case of the proper performance of the obligations hereunder.

## **12. Amendment and Termination of the Agreement**

12.1. In accordance with Clause 1 of Article 450 of the Civil Code of the Russian Federation, the Company may amend the terms of this Agreement. Amendments made by the Company shall become binding on the Parties from the moment they are posted on the Company's Website.

12.2. This Agreement may be terminated by mutual consent of the Parties, or in case of unilateral withdrawal from this Agreement by one of the Parties.

12.3. The Customer may at any time withdraw from this Agreement by sending a written notice of his/her intention to terminate the Agreement to the Company's e-mail address specified in the Mobile Application.

12.4. The Agreement shall be deemed terminated upon expiration of ten (10) business days after receipt of the relevant notice by the Company.

12.5. The Company may at any time withdraw from this Agreement by sending a notice to the Customer at his/her e-mail address, indicating the date of termination of the Agreement.

12.6. Termination of this Agreement for any reason shall not relieve the Parties from liability for violations of the terms of this Agreement that occurred during the term hereof.

### **13. Liability of the Parties**

13.1. The Parties shall be liable for improper performance of their obligations hereunder in accordance with the laws of the Russian Federation and other applicable laws, as well as the terms of this Agreement.

13.2. The Company shall not be liable for failures in the operation of mail, Internet, and communication networks, which occurred for reasons beyond the control of the Company and resulted in untimely receipt or non-receipt by the Customer of notices from the Company.

If the Customer does not receive a notice from the Company to his/her e-mail address about the confirmation of the UFS Services order, the Customer shall contact the Customer Support Department by phone (495) 269-83-65/67 or e-mail [support@ufs-online.ru](mailto:support@ufs-online.ru) to clarify the status of the UFS Services order.

13.3. The Company shall not be liable if the information about the operations or the Authorization Data of the Customer become known to third parties as a result of the violation by the Customer of Clause 3.12 of this Agreement or non-compliance by the Customer with the requirements for storage and use of the Authorization Data.

13.4. The Parties shall not be financially liable for non-performance or improper performance of their obligations under this Agreement if it is caused by force majeure, i.e. extraordinary and unavoidable events, including natural disasters, military actions, and acts of authorities. If the force majeure event occurs, the Party shall, within three (3) business days, inform the other Party in writing about the impossibility of performing its obligations.

### **14. Miscellaneous**

14.1. The Customer warrants that he/she understands and accepts all of the terms and conditions of this Agreement unconditionally and fully.

14.2. The time of performance of all operations is Moscow time, determined on the basis of data from the Company's server that processes information on operations, unless another procedure for determining the time is agreed upon additionally.

14.3. The relations of the Parties under this Agreement shall be governed by the substantive and procedural law of the Russian Federation regardless of the citizenship and place of residence of the Customer.

14.4. If, for any reason, one or more provisions of this Agreement become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the Agreement.

14.5. In the event that the authorities of the Russian Federation adopt regulations that affect the functioning of the Company and/or the Company's Website in whole or in part, the Company reserves the right to make any changes in the functioning of the Company's Website aimed at bringing the Company's activities into compliance with new regulations.