

# PUBLIC OFFER AGREEMENT

Moscow

September 24, 2015

The present document is an official offer (public offer) of Timescenery, LLC (hereinafter referred to as Agent) and contains all the essential conditions upon services of Timescenery, LLC. The list of services is specified herein, as well as on the official site of the company.

In accordance with Clause 2, Article 437 of the Civil Code of the Russian Federation (CC RF), if accepting conditions stated below and service payment, a legal or individual person accepting the present offer becomes a Customer (in accordance with Clause 3, Article 438 CC RF, acceptance of the offer is equal to entering into agreement on the terms stated in the offer), and the Agent and the Customer become Contracting parties mutually.

In connection with above, carefully read the text of the public offer. In case you disagree with some condition of the offer, the Agent suggests you to refuse the services.

## THE GLOSSARY OF THE PRESENT AGREEMENT

**Agent** – Timescenery, Limited liability company (Timescenery, LLC), hereinafter referred to as Agent.

**Client** – legally capable individual person (over the age of 18) with a legal right and intention to enter into the present agreement, place an order to receive the services from the Agent, reserve air tickets with their further purchase for individual usage unrelated with any business operations.

**Site – the Internet resource of the Agent** – [www.time.sc](http://www.time.sc), developed among other purposes to simplify the process of the Client's awareness about the offers of the carriers, as well as for the direct reservation and processing electronic air tickets entirely in the online mode.

**Order** – properly completed Client's request for receiving the services, selected on the Site and related with the reservation and purchase of the air tickets.

**Electronic passenger ticket (hereinafter referred to as air ticket)** – document that proves the agreement of carriage between the supplier and the passenger, with the carriage information about the passenger and his luggage given in the electronic digital format. The electronic ticket is kept in the carrier's database and couldn't be lost by the passenger.

**Reservation system** – system that contains information about the flights schedule, available seats on the flights, tariffs and terms of their appliance, as well as other terms of the services' delivery. That information is provided on the Site exactly in accordance with the information in reservation systems provided by the direct suppliers and their authorized representatives. The information in the reservation system can be changed or added at any time, and in this regard the Client understands that he can use the reservation system in the "as supplied" format.

**Carrier, services supplier** – air carrier providing the Client and/or passengers with the carriage services and/or involved in other services in that means of transport.

**Payment partner** – any third party accepting payments in favor of the Partner company, with a valid agreement with the Agent to accept such payments on the moment of transaction.

**Partner company** – TMC, LLC, providing the processing of the Clients' requests, formed on the Internet resource of the Agent.

## 1. SUBJECT AND GENERAL CONDITIONS

1.1 The Agent is obliged to use the technical facilities of the Partner company in order to deliver an intermediary services for reservation, payment, processing air tickets in domestic and foreign traffic with a help of [www.time.sc](http://www.time.sc), as well as pass the processing of air tickets and itinerary receipts on a fee basis and under the terms of the present Agreement, and the Customer is obliged to pay for the services provided in accordance with the conditions of the Agreement.

1.2 In the course of implementation of p. 1.1. of the Agreement, the Agent doesn't perform as a contracting party of the agreement established between the Client and the Carrier as a result of Order formed on [www.time.sc](http://www.time.sc).

1.3 Ordering the services of the Agent, the Client confirms his complete awareness about the scope of services, timings, terms and means of their delivery, liability of the parties and he confirms the conditions of the present Agreement (hereinafter referred to as Agreement), which appears the public offer in accordance with Article 435 and Clause 2, Article 437 of CC RF.

1.4 All agreements about the carriage services' delivery with information about them published on the Site are set directly among the Client and the carriers providing that services.

1.5 The Agent reserves the right to make changes to the present Agreement at his own discretion. Including all offers, prices, as well as terms of purchase published in the reservation system can be changed without informing the Client, limited in time, seats availability and booking lead time, dates of the trip, minimum and maximum period of stay at the point of destination, factors of weekends and holidays, seasonal price variations, waiting lists, and also limited by labor strikes and temporary shutdown of the reservation systems and/or influenced by other changes, conditions and limitations. The changes come into force and become mandatory for the Client as soon as published on the site. The Client monitors the changes of the Agreement on his own, the Agent doesn't provide the Client with extra information about the Changes in the Agreement.

1.6 The activation of any section of the reservation system made by the Client indicates his agreement with any offers listed in the present section.

1.7 The Client accepts the Agreement by putting a mark in the graph "I validate the data entered and accept the terms of purchase" at the last stage of the order processing on the Site. Assignment of the named mark results in acceptance of the Agent's offer by the Client, i. e. becomes the final Client's accept to the Agreement and signing of the contract by both parties.

1.8 Accepting the present Agreement, the Client that way accepts his legal capability, financial sufficiency and also understands the liability for obligations he takes as a result of entering into the present Agreement. The Client also validates reliability of his personal data and the data provided to make electronic tickets for other passengers and takes all the responsibility for its accuracy, completeness and reliability. The Client undertakes all possible risks (processing new order, tariff change, no refund, etc.) as a result of his mistakes or inaccuracy in personal data provided.

1.9 The reservation system is a dynamic system with its components can be changed or added at any time, in this regard the Client is offered to use the reservation system in the "as supplied" format. The Agent bears no responsibility in case of full or partial shutdown of the system or its components for some period of time or in case of no opportunity for the Client to access the system resulting into indirect or direct costs for him.

1.10 As far as the Agent doesn't control the process of data delivery across the whole Internet via the commercial networks and knows nothing about the data security level on a computer used by the Client, the Agent gives no warranties of safe transmission of the data in the Internet from the Client's computer to the Agent's site. The Client uses the Internet at his own risk and is obliged to protect his personal data on his own and protect his computer from illegal access of a third parties.

## **2. MAKING ORDER**

2.1 The Client makes an order on the site himself in accordance with the terms of the Agreement and the terms listed in the present part.

2.2 The reservation procedure consists from three stages. The first stage involves the choice of an optimal route for the Client, the second stage is the preliminary reservation. At the third stage the Client pays his Order and after that the order of air ticket takes place.

2.3 When making an order, the Client is obliged to fill all the fields indicated in the reservation system as mandatory.

2.4 All the orders made by the Client are conclusive. As soon as the Clients makes his order, he receives an electronic message with details about his order on his e-mail. After that the Client is to make a payment. In some cases the order of the tickets is made during 24 hours from the moment of the Order.

2.5 The obligations of the Agent are considered duly executed from the moment of sending e-mail to the address provided by the Client during reservation and containing itinerary receipt with the terms of a carrier agreement taken by the Client.

2.6 The changes in personal data of any passenger in the order lead to the loss of force for the tariffs approved in the order, as any data changes in the order is made via cancellation and processing a new order. Therefore the Client undertakes all possible commercial risks (making new order, tariff change, refund, etc.) as a result of mistakes or inaccuracy in personal data provided.

2.7 No preliminary reservation is conclusive before the moment of payment, gives no warranty of available seats for that tariff and can be cancelled at the carrier's request at any moment.

2.8 As soon as the reservation payed, the Client agrees with all the terms and limitations related to his reservation.

2.9 Unless mentioned otherwise, in most cases confirmed reservation can't be changed, shifted to the other person or cancelled. Changes, shifts and cancellation can be made on the terms of the air companies with extra fees and charges. The Client is to contact the Agent immediately in case he wants to change or cancel his reservation.

2.10 The Client ordering several tickets and tickets for other people is to inform all the passengers taking part in that flight about the carriage terms of that flight.

## **3. ORDER PAYMENT**

3.1 The cost of the order is indicated on the site. The cost is not guarantied before the order is payed. The payment for the reservation accepted only in Rubles at the exchange rate of the air company on the day of payment.

3.2 Payment methods – VISA or MASTERCARD bank card on the site of the Payment partner's payment system. At that, the funds arrive to an account of the Partner company. The Agent doesn't act as a fund receiver.

3.3 The Client is considered to meet his obligations in tickets' payment as soon as funds arrive to the bank account of the Partner company. In case the payment is made with a bank card, the payment is considered accomplished after the confirmation of the payment by the company making acquiring. The Agent is obliged to process and deliver the air tickets to the Client only after the payment is confirmed.

3.4 The transmission of the data is made in compliance with all the reasonable security steps. The Agent redirects you to the authorized server via secure channel. The information is transmitted in the encrypted form and saved only on a specialized server of the Payment partner's payment system.

3.5 The authorization of the operation made via bank cards is made on the site of the Payment partner's payment system. In case the Payment partner has any reasons to suppose the operation has a fraudulent kind, he has a right to refuse the fulfillment of that operation. The Agent has no responsibility for the actions of the Payment partner.

3.6 For the avoidance of various unlawful use of the bank cards for payment, all orders made on the site and

due to be paid or already paid with a bank card can be revised. In order to check the identity of the card holder and his eligibility to use the card, the Client making that order is obliged to provide the copy of two pages of the card holder on the request from an employee of the Payment partner – page-spread of the passport with a Client's photo and the copy of the bank card from the both sides via fax or e-mail as scanned copies (the number of card except for the last four characters should be hidden). In case the Client doesn't provide the requested documents, the Agent reserves the right to cancel the order with no reasons explained. In that case the cost of the already made order returns to the bank card of the Client except the additional Agent fee for the processing of the order, its cancellation, communication with the Client and refund.

#### **4. MAKING CANCELLATION AND CHANGES. SERVICE FEES**

4.1 The Agent reserves a right to charge service fees for ordering the tickets.

4.2 The requests for cancellation and changes are proceeded by the Partner company. The requests are delivered via means of communication listed on the Agent's site.

4.3 The service fees are included to the order except the cases when the site gives a message about probable impossibility to issue reserved tickets or possible price changes when choosing a flight. The rate of the service fees vary according to the terms of agreements with air company making the reserved flight, fair rules for that service, offer agreement for the carriage with a carrier, applicable laws of the Russian Federation.

4.4 The service fees of the Partner Company are not returned to the Client in case he returns air tickets or makes any other changes to the issued order. The extra service fee is charged for ticket replacement, shift and tickets refund.

4.5 The Client learns the terms of the Order during the reservation process. In case the Client doesn't understand any terms of the order including the terms of refusal, refund, making any changes to the issued order, the Client is to check the information he needs via the Partner company.

4.6 The Partner company charges extra fees from the Client for the services of the Partner Company for refund and replacement of the previously issued ticket. The presence and the rate of that fees depend on the terms given by the carrier and may assume imposition of extra charges on the Client. The Partner company indicates the service fees in a separate line.

4.7 In case the Client cancels the paid order on the basis of a valid excuse confirmed by a relevant documents, the price of the cancelled Order except the actual expenses of the Partner company is transferred to the bank account indicated by the Client or can be received in the Partner company's pay-office except the applicable charges and actual expenses of the Partner company. The actual expenses are regarded as the expenses incurred by the Partner company for the purpose of arranging the Client's order including the penalty fees to the benefit of the carriers and other parties providing the services of processing tickets, and also service fees taken by the Agent for the services provided.

4.8 In case of the tickets refund, the refund of money to the bank card that was used to purchase the ticket is made in 14 bank working days and more. The exact duration depends on the internal rules of the bank card and emitting bank.

#### **5. LIABILITY OF THE PARTIES**

5.1 All the information concerning schedule, available seats on the flights, tariffs and rules of their appliance, as well as other terms of the given services is provided on the Agent's site in full accordance with the information provided on the reservation systems by the direct suppliers of that services or their authorized agents. The Agent has no opportunity to make an independent inspection of the information provided by the service suppliers and gives no warranties about its accuracy, therefore bears no responsibility before the Client for any inaccurate information about their services, as well as for any material loss or

damage the Client may suffer because of inaccurate information.

5.2 The Agent bears no responsibility for any negative effects and material loss resulted from the events and circumstances outside his sphere of competence, as well as for (in)activity of any third parties, specifically:

- when it is impossible to fulfill the assumed obligations because of unreliability, insufficiency and delay in information and documents given by the Client or in case the Client breaks conditions of that Agreement or requirements for the documents;
- for the actions of the carriers (changes, cancellation, shift, delay of flights);
- for the safety, loss or damage of the luggage, cargo, valuables and documents of the Client and/or passengers throughout their trip. In that cases the responsibility before the Client and/or passengers is on the side of the air carriers in accordance with the international rules and applicable law of the Russian Federation. The carriers handles all claims of the Client and/or passengers in accordance with the applicable law of the Russian Federation and international rules of carriage;
- for the actions of customs and immigration authorities;
- because of limitation of rights in regard to the Client and/or passenger to leave Russian Federation by appropriate authorities;
- for the actions of the consular agencies of foreign countries including delays, denial or change in issue period for entry visa;
- for the consequences in case the Client and/or passenger breaks custom or frontier formalities, rules of transit and luggage transportation, as well as special rules of behavior in the country of a temporary stay;
- for the absence of travel documents the Agent issued for the Client and/or passenger;
- in case the Client and/or passengers fail to appear on a flight registration or to the point of train departure;
- in case the Client and/or passengers break the rules established by the carrier aboard.
- in case the Client and/or passengers have no international passports to the moment of the trip and relevant documents regulating the questions of traveling with children.
- for the reliability and rightness of the documents (accurateness and completeness of their information).

5.3 The Client/passenger(s) confirms and gives a warranty that he's acknowledged and agreed with:

- the condition of application of tariffs by the carriers including the condition of tickets refund and replacement;
- the requirements applicable to international passports and other formal documents including the residual validity period for the international passport in order to receive a visa and enter the receiving country;
- the obligations to obey customs and frontier rules;
- the Client/passenger(s) bear the whole responsibility on their own: for the validity of the international passports, approval for departure with children under the legal age and other documents to cross the frontier and for the validity of the information in that documents;
- the deportation of the passenger with invalid entry or exit documents is made entirely at the expense of the Client/passenger(s). The Client/passenger(s) are to get the information they need in the consular agency of the relevant country and undertake all the responsibility to prepare the necessary documents for the trip. The Client/passenger(s) must familiarize themselves and obey all the rules of the receiving country including requirements for the documents they need to enter and exit, necessity to issue a visa or other documents to travel with children, pets, necessity to get an arms export license, license for artistic valuables' export and other licenses and agreements. The Agent bears no responsibility in case the passenger is unfamiliar with that rules or ignore them.

5.4 The parties are free out of the responsibilities for the improper execution or failure to execute their obligations in terms of that Agreement in case of circumstances beyond one's reasonable control (force

majeure).

5.5 The Side in fault for the impossibility to execute the obligations of that agreement is to inform the other Side immediately about the occurrence (and stoppage) of the events mentioned in the p. 4 of that agreement. The absence or untimely notification about the mentioned events deny the right of the Sides to refer to that events and doesn't release from responsibility according the present agreement. The deadline for the fulfilment of the obligations by the sides of the present agreement move away in proportion to the period when circumstances take place. If the circumstances last for more than 14 (fourteen) days, any of the Sides has a right to deny the obligations of the present agreement. The presence of the named circumstances is approved by the relevant decisions of federal Stage government body, state governments of the Russian Federation, local government administration made in accordance with the federal laws.

5.6 In the occurrence of the mentioned circumstances the Sides have a right to demand the dissolution of the contract through the courts.

## **6. INTELLECTUAL PROPERTY**

6.1 All the text information and graphic images on the Site are the properties of the Agent and/or his contactors.

6.2 Copying, reproduction in any form, distribution including translation of any materials from the Site are possible only after a written permission of the Agent.

6.3 When using the documents and accompanying graphic images published on the site, it is mandatory to mention the Agent as the holder of the intellectual property.

6.4 In case of copying the materials, the site should be mentioned as the source of publication along with the other informational sources mentioned in the material. In case the materials published in the Internet, there should be a link to the Site.

6.5 The documents and accompanying graphic images from the Site can be used only for informational, noncommercial or private needs.

6.6 No documents and accompanying graphic images from the Site can be changed in any way.

6.7 No graphic images from the Site can be used without the accompanying text.

6.8 The documents and accompanying graphic images on the Site may include inaccuracy and/or orthographic mistakes. The information on the Site is changed on a time basis.

## **7. PRIVACY POLICY AND PROTECTION OF PERSONAL DATA**

7.1 Providing one's personal data while issuing air tickets, the Client agrees the Agent to process the data including the promotion of the Agent's services.

7.2 The Agent uses the information to:

- register the Client on the Site;
- fulfill the obligations before the Client;
- evaluate and analyze the operation of the Site;
- define the winner of the promo offers made by the Agent;
- take part in bonus programs of the Agent and the carriers.

7.3 The Agent has a right to send a promotional and informational messages to the Client.

7.4 Disclosure of the information received by the Agent:

7.4.1 The Agent is obliged to keep the confidentiality of the information received from the Client. The Agent has a legal right to give the information to the carriers and third parties who act on the basis of the agreement with the Agent to address the obligations before the Client;

7.4.2 The disclosure of the information in accordance with justified and applicable requirements of the law may not be treated as a breach of obligations.

7.5 The Agent gets the information about the IP address of the visitor of the Site. Given information not used to identify the visitor.

7.6 The Agent bears no responsibility for the information the Client gives on the Site in an open to public form.

7.7 Accepting the terms of the present public offer Agreement, you acknowledge and agree your personal information given during the registration to be processed along with the personal information of the Passengers given on your own free will. The processing of your data and the Passengers data is made in accordance with the laws of the Russian Federation. We proceed your personal data and the Passengers' data with the intention to provide the services. We make all reasonable steps to save the personal data from the illegal access, alteration, revelation or liquidation.

7.8 The revelation of the data you provide can be made only in accordance with the applicable legislation of the Russian Federation by order of the courts, police authorities, as well as in other occasions statutorily required in the Russian Federation.

7.9 In accordance with p.1, art. 6 of the Federal law from 27.07.2006 № 152-FL "Concerning personal data" the processing of personal data made on the basis of the federal law with a client as a Party can be made by the Agent in case of the agreement from the third parties from the Client's side. The liability for giving a consent to personal data processing remain fully with the Client. The present consent comes into force from the moment of signature for the entire period of the operation and can be recalled by means of written submission to the Agent. Consent to the personal data processing for the Client-side third parties should be documented in a relevant Application. The services prescribed in the offer are not to be provided without a consent to personal data processing for the Client-side third parties. The Client confirms himself as a subject of delivering personal data and he knows his legal rights in accordance with 152-FL "Concerning personal data" and the Constitution of the Russian Federation.

## **8. CIRCUMSTANCES OF INSUPERABLE FORCE (FORCE MAJEURE)**

8.1 The Agent is free of responsibility for a full or partial failure to fulfill the obligations stipulated by the present Agreement in case that failure arise from the force majeure circumstances that occurred after the agreement in the result of an extraordinary events that couldn't be foreseen or prevented with any reasonable efforts (force majeure).

## **9. IN-FORCE PERIOD OF THE OFFER**

9.1 The offer comes into force from the moment of publication on the Agent's site in the Internet at [www.time.sc](http://www.time.sc) and valid till the moment the Agent recalls the Offer.

9.2 The Agent reserves a right to change conditions of the Offer and/or recall the Offer at any moment at his own discretion. In case the Agent makes changes in the Offer, that changes come into force from the moment of publication on the Site if other period of coming into force not determined additionally at time of their publication.

9.3 The Agent has a right to dissolve the present Agreement at any time without preliminary notification in case the Client breaks the conditions or procedures and terms of reservation and payment for the services, and also in other cases as required by the law.

9.4 In case of the early termination of the Agreement, the Client is to pay the Partner company for the services provided by the last one at the time of termination of the present service Offer, and also pay for the actually incurred costs of the Partner company.

## **10. OTHER CONDITIONS**

10.1 The Client has a right to get consultations on the question of the reservation, issuing and sale of electronic carriage documents via the phone in support service given on the Internet resource of the Agent.

10.2 As soon as an air ticket is issued, the Client confirms and ensures that he's noted and agreed upon:

- the conditions of the application of tariffs by the carriers including the conditions of return and replace for the tickets, as well as about extra fees taken by the Agent;
- the requirement applicable to the international passports and other formal documents including the residual validity period of the international passport to receive a visa and enter the receiving country;
- the specifics and rules of customs, frontier, preflight, phytosanitary, veterinary checks in the Russian Federation and foreign countries, about the obligation to obey the specified rules;
- the rules of passenger carriage and service conditions aboard;
- the passengers on their own remain fully responsible for the validity of international passports, necessary agreements to travel with children under the legal age and other necessary documents to cross the frontier.

10.3 The disputes arising in the course of the Agreement under the terms of the present Agreement solved using the complaint procedure. The complaint should be given to the Agent in a written form along with the documents supporting the specified requirements in the period of no more than 15 days from the moment when an occasion of dispute began. The submitted complaint is considered by the Agent in the period of no more than 30 days.

10.4 Whereas the disputes and disagreements couldn't be addressed through the negotiations, they should become a subject of settlement at court at the location of the Agent.

10.5 In case the court recognize any term of the agreement invalid, it doesn't lead to invalidity of other terms.

10.6 Upon every other point not mentioned in the present Agreement, the Parties are to follow the applicable laws of the Russian Federation.

## **11. BANK ACCOUNT DETAILS OF THE AGENT**

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