

Approved  
General Director  
IceKor OJSC

Y.Umbetov



## AGREEMENT FOR PUBLIC OFFER *of paid services*

Moscow city

### 1. Subject of the Agreement

- 1.1. The present agreement is a public offer as defined by Art. 437 of the Russian Federation.
- 1.2. Under the terms and conditions of this agreement **IceKor Limited Liability Company**, hereinafter referred to as Provider, represented by General Director Yerlan Umbetov, acting under the Charter, under designated terms and conditions enters into the agreement for public offer with an individual or legal entity who has accepted this offer (the Customer) by fulfilling the terms and conditions of this Agreement, making payment for the services provided by the Provider.
- 1.3. In accordance with the present Agreement, the Provider provides the Customer with physical education and health services in accordance with the terms and conditions of this offer, additions to it, the rules of service provision and the current Provider price list.
- 1.4. The public offer, additions to the Public offer and the current price list are official documents and are posted on the website: <http://mega-ice.ru>, as well as for familiarization in a publicly accessible place in the territory of service provision by the Contractor (at information desks within the facility, at box office).
- 1.5. The Provider is entitled to make changes to the price list, as well as to the terms and conditions of this Public offer, to introduce additions to it without prior approval from the Customer. Information on such changes can be obtained at the following address: <http://mega-ice.ru>, as well as on information stands located in a publicly accessible place within the territory service provision by of the Provider.
- 1.6. Customer undertakes to pay the Provider a fee for the provision of services specified in p. 1.3 of this Agreement in the amount, manner and time limits established by Section 3 of this Agreement, as well as Provider price list, to reimburse Provider all agreed expenses incurred by the latter in the course of providing services to the Customer.
- 1.7. By accepting this Agreement, the Customer confirms that neither he/she nor his/her minor children who attend lessons have any medical contraindications for physical education and recreational activities and sports, in particular figure skating, ice hockey, and fully accept responsibility for the state of his/her health and the state of health of his/her minor children who visit the ice rink with him/her.
- 1.8. By accepting this offer, the Customer agrees that he/she is not entitled to demand that the Provider compensates for moral, material harm or harm to Customer's health, either during the term of this Public offer or after its expiry.
- 1.9. By accepting the terms and conditions of this Agreement for public offer, the Customer confirms his/her being aware that ice maintenance breaks are being held at the ice rink. Ice maintenance break schedule is indicated on information stand at ice rink box office, the ice rink box office stops selling tickets 60 minutes before the ice maintenance break. If desired, the Customer can purchase the service for an hour, provided that the service is available prior to the start of the ice maintenance break.
- 1.10. The following terms and definitions are used in this agreement:  
  
Customer means an individual/legal entity using Provider services in accordance with the terms and conditions defined by the Pass or acquiring one-time services.  
  
Pass means the right of legal entities and individuals to receive services provided by the Provider personally and/or by third parties in the amount paid by the Customer.

Price list means the document approved by the Provider, which defines the types and cost of the services provided by the Provider.

Opening hours means the days and hours during which the Provider's sports facilities are open for visitors to visit.

Group sessions means lessons provided by the Provider for groups of Customers.

Private sessions means lessons conducted by the Provider individually for the Customer.

Private lessons means lessons conducted by the Customer with a personal coach (mentor, relative).

Freestyle means lessons at which the Customer develops skating techniques independently.

Ice rink rental means using the rink for specific purposes according to the price list of the rink.

Ice maintenance breaks means interruptions in the operation of the Provider's ice rink in the entire rink, including its individual halls and rooms for cleaning up and sanitizing purposes. The number of ice maintenance breaks in the operation of the Provider's ice rink and/or its individual halls and rooms, as well as their duration shall be determined in accordance with the sanitary norms and rules of the Russian Federation.

Information stand means the place where the rules are displayed, as well as other documents for familiarization and review by visitors.

The rules for visiting Mega Ice Rink are compulsory for the Customer to follow.

Ice Rink Safety Rules (consulting services in ice hockey instruction) means the Rules mandatory for the Customer to follow.

Ice Rink Safety Rules (consulting services in ice figure skating instruction) means the Rules mandatory for the Customer to follow.

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

### **2.1. The Provider shall:**

- 2.1.1. During the term of this Agreement, provide the Customer with services accepted by the latter in accordance with the current legislation of the Russian Federation and the terms and conditions of service provision in accordance with the Pass, payment slip, as well as the rules for the provision of one-time services.
- 2.1.2. Provide the Customer with reliable information about the types of services provided, methods of service provision, terms and conditions of service payment and other information necessary for the fulfillment of the terms and conditions of this Agreement.
- 2.1.3. Provide the Customer with the necessary inventory and equipment, the cost of which is included in the cost of the services provided.
- 2.1.4. Keep the information provided by the Customer confidential.
- 2.1.5. Immediately upon detection of any circumstances that entail the impossibility of the fulfillment of the terms and conditions of this Agreement, suspend the execution of this Agreement.

### **2.2. The Provider is entitled to:**

- 2.2.1. When providing services, limit the area designated for Customer training.
- 2.2.2. Change opening hours of entire ice rink or its individual halls and rooms (the number of lessons per week, time of lessons, number of participants in a group, coach, rearrangement of groups during the validity of the Agreement in order to improve the effectiveness of lessons) and post relevant information on the website [www.mega-ayc.pf](http://www.mega-ayc.pf) and the information stand.

- 2.2.3. Take photos and videos at any time in the place of service provision (including during various events), as well as in any way to use such photos and videos in advertising publications, including but not limited to, by posting them on the web, social networks, in the media.
- 2.2.4. The Provider is entitled to involve third parties into the execution of its obligations, stipulated by the present Agreement.
- 2.2.5. In case of termination of the agreement on the initiative of the Customer, the Provider is entitled to refuse to return the cost of the provided inventory and equipment to the Customer, as well as the cost of services.

**2.3. The Customer shall:**

- 2.3.1. Timely submit information to the Provider, which the latter requires for the fulfillment of its obligations in accordance with the present Agreement.
- 2.3.2. Upon presenting a pass or one-time group lesson, show the Provider a medical certificate confirming the absence of contraindications for figure skating and ice hockey.
- 2.3.3. Comply with the terms and conditions of service provision established by the Provider for the provision of relevant services in accordance with the present Agreement, defined by the Pass, payment slip, this Agreement and the Rules for visiting Mega Ice Rink.
- 2.3.4. When visiting Mega Ice skating rink, present a plastic card/e-ticket or barcode-enabled slips at entrance.
- 2.3.5. Attend Group sessions according to the schedule, and individual sessions according to the schedule approved by the Provider.
- 2.3.6. Arrive at ice rink 30 minutes prior to the beginning of the lesson.
- 2.3.7. Observe discipline, Mega Ice Rink Visiting Instructions, rules for safe use of equipment and inventory, follow Ice Rink Skating Rules (consulting services in ice hockey instruction), Ice Rink Skating Rules (consulting services in ice figure skating instructions), in particular, for the avoidance of head-on clashes, move on the ice rink strictly counterclockwise.
- 2.3.8. Follow public order and generally accepted norms of conduct, behave respectfully in relation to other visitors and Provider's Customers and staff, prevent any actions that create a danger to others, and avoid pollution.
- 2.3.9. Take good care of Provider property, made available to the Customer as part of the service provision, place all sports equipment back to their storage places after the lessons.
- 2.3.10. Comply with the recommendations of Provider staff about the duration and intensity of training.
- 2.3.11. Independently and responsibly control his/her own health (refrain from visiting sports facilities in case of chronic, infectious, skin diseases, as well as diseases of internal organs) and not endanger health of other people.
- 2.3.12. Not conduct any briefings; not make any recommendations on the topic of lessons to other Customers.
- 2.3.13. Not leave children under 14 years unattended on the ice rink.
- 2.3.14. Not use mobile phones and other means of communication during the training.
- 2.3.15. Take food only in specially designated areas.
- 2.3.16. Not consume alcoholic beverages, narcotic substances, or smoke on the territory and in the premises of the ice rink.
- 2.3.16. Not distribute or sell alcoholic beverages, narcotic drugs, tobacco and smoking mixtures in the territory and premises of the ice rink.
- 2.3.17. Without the permission of Provider staff, not use, turn on or turn off music and other equipment

brought or belonging to the Provider and located in the premises of the ice rink.

- 2.3.18. Not enter the office and other technical premises, not regulate the engineering and technical equipment without special permission from the Provider.
- 2.3.19. When attending lessons, take good care of personal belongings, not leave them unattended, and not trust them to others.
- 2.3.20. In case of loss or damage to the Pass card (for entry/exit to the skating rink), reimburse the cost in accordance with the ice rink tariffs.
- 2.3.21. After ice maintenance break signal, all visitors are required to leave the Ice rink.
- 2.3.22. Immediately notify the Provider of any changes in phone number.

#### **2.4. The Customer is entitled to:**

- 2.4.1. Require that the Provider provides information on matters relating to the organization and ensuring the proper execution of services stipulated by the present Agreement.
- 2.4.2. Use Provider's property at the place of service provision and as part of this Agreement.
- 2.4.3. Carry out private lessons, teach the elements of figure skating, ice hockey (individually, with a personal coach, mentor, relative) and any coaching activities during public skating, subject to payment of the following services at the box office of the skating rink: Private lessons, Freestyle.
- 2.4.4. Contact Provider staff on all matters arising on the merits of the services provided.
- 2.4.5. Send his/her opinion, suggestions and recommendations to the Provider on any service under this Public Offer.

#### **3. Service Fee. Payment Procedure**

- 3.1. The fee for the services provided by the Provider under this public offer is set by Provider price list, which is an integral part of this Agreement. The price list is posted on Provider website and in a publicly accessible location. During the validity period of this Public offer, the Provider is entitled to unilaterally change the service fee by posting on of the new price list on the website or in a publicly accessible place not later than one day before its entry into force.
- 3.2. Service fee for the services, which were paid for, but not used, shall not be returned to the Customer.
- 3.3. Services are considered to be paid, and this offer is deemed accepted after the Customer has paid cash to Provider's box office, which is confirmed by cash documents, or after the payment documents confirming the cashless payment, are submitted in accordance with the present agreement.

#### **4. Basis of Change and Termination of the Agreement**

- 4.1. The terms on which this Agreement is concluded may be changed by agreement of the Parties, or in accordance with the current legislation of the Russian Federation.
- 4.2. The Customer is refused to be provided services without return/other compensation of the amount paid, in case the following is found:
  - unreliability or incompleteness of information provided by the Customer about the state of his/her health;
  - signs of Customer illness, being under alcohol or other intoxication that impede the provision of services;
  - other circumstances that may adversely affect the quality of the services provided or the health of the Customer;
  - Customer's being late for lessons, both group and individual, as well as non-compliance with the established schedule of the services accepted by the Customer;

- non-compliance by the Customer with conditions for conducting private lessons and any coaching activity if conditions are not followed p. 2.4.3. of this Agreement.
- 4.3. At any time, the Provider is entitled to terminate the present agreement if the Customer fails to fulfill the obligations to pay for services (including incomplete or late payment for services) or repeated violations by the Customer of Mega Ice Rink Visiting Instructions, the rules for safe use of equipment and inventory, Ice Rink Skating Rules (consulting services in ice hockey instruction), Ice Rink Skating Rules (consulting services in ice figure skating instructions), rules and norms of conduct, stipulated by the present Agreement and annexes thereto.
- 4.4. If there are 3 (three) notices of intervention into conducting lessons, the Provider is entitled to early terminate this Agreement unilaterally, and the Provider reserves the right to remuneration for the services rendered by it until the termination of this Agreement, as well as to compensation of the expenses incurred up to this point.

## **5. Return**

- 5.1. If payment was made by card, no return is made in cash. The return procedures are governed by the rules of international payment systems.
- 5.2. The procedure for return is governed by Article 26.1 of the Federal Consumer Protection Law. The Customer is entitled to decline the services at any time, in accordance with the requirements of the time limits for service cancellation under the terms and conditions of ice rink tariffs.
- 5.3. In order to return money to a bankcard, it is required to fill in the Application for return, which is sent at the request of the customer to the email address, and to enclose passport copy at the following address: [aviapark@mega-ice.ru](mailto:aviapark@mega-ice.ru).
- 5.4. Returns shall be made to the bankcard within 21 (twenty one) business days from the date of receipt of the Application for return by the customer.
- 5.5. For return on transactions made with errors, it is necessary to submit a written application enclosing copies of passports and receipts/slips confirming the erroneous debiting. This application should be sent to the following address: [aviapark@mega-ice.ru](mailto:aviapark@mega-ice.ru).
- 5.6. The return amount shall be equal to the amount of the service. The time limit for consideration of the application and return starts when IceKor OJSC employees receive the application and is calculated in business days excluding holidays/weekends.

## **6. Responsibility of the Parties**

- 6.1. If, due to its action or omission, the Customer inflicts a loss to the Provider and/or causes any damage by damaging/losing equipment, inventory or other property of the Provider, the damage/loss shall be reimbursed by the Customer in full within 5 (five) days from the date of filing a claim by the Provider for indemnification.
- 6.2. The Provider shall bear no responsibility for any harm caused to life and health of the Customer. The Customer fully assumes responsibility for his/her state of health and the state of health of minor children accompanied by him/her to the sports facilities. The Provider shall not be liable for any damage arising from any deterioration Customer health, or injuries arising or resulting from any lessons.
- 6.3. The Provider shall bear no responsibility for the things lost or left unattended.
- 6.4. The Provider shall bear no responsibility for any technical inconvenience caused by the seasonal, preventive and emergency work of utilities providers.
- 6.5. The Customer is solely responsible for any harm caused to him/her to third parties when fulfilling the terms and conditions of this Agreement and accepting the services provided by the Provider.
- 6.6. For non-fulfillment of the terms and conditions of this Agreement, the Parties bear other responsibility stipulated by the current legislation of the Russian Federation.

## **7. Force Majeure**

- 7.1. The Parties are exempt from any liability for partial or complete non-fulfillment of their obligations in accordance with the present Agreement if this non-fulfillment has resulted from force majeure circumstances that arose after the conclusion of this Agreement due to emergency circumstances that the Parties could not have foreseen or prevented, provided that the circumstances directly affect the performance of this Agreement.
- 7.2. The party for whom it became impossible to perform obligations in accordance with the present Agreement shall immediately give a written notice to the other party about the occurrence or termination of force majeure circumstances.
- 7.3. The deadlines for the fulfillment of obligations, in the occurrence of force majeure circumstances, are postponed in proportion to the time during which such circumstances continue.

If the specified circumstances continue for more than 2 consecutive months, one of the Parties may refuse to perform this Agreement unilaterally by sending a notice to the other Party, and neither Party is entitled to claim compensation from the other Party.

- 7.4. At the request of one of the Parties, the existence of force majeure circumstances is confirmed by the competent state authorities.

## **8. Final Provisions**

- 8.1. The present Agreement enters into force from the moment of its being accepted by the Customer and is valid until the Parties duly fulfill their obligations in full in accordance with the present Agreement.
- 8.2. The present Agreement may be changed or terminated by written agreement of the Parties, as well as in other cases, stipulated by the current legislation of the Russian Federation.
- 8.3. Any changes and additions to this Agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.
- 8.4. The fact of the conclusion of this Agreement, the terms and conditions hereof, as well as all information provided by the Provider to the Customer in accordance with the present Agreement, are confidential and are not subject to disclosure by the Parties to third parties, except for cases expressly stipulated by the current legislation of the Russian Federation.
- 8.5. All disputes and disagreements that may arise between the Parties on issues that are not resolved in the text of this Agreement shall be resolved by the Parties through negotiations.
- 8.6. In case of failure to resolve disputable issued by negotiation, the disputes are resolved in the manner established by the current legislation of the Russian Federation.
- 8.7. The present Agreement between the Parties replaces any other preliminary agreements, settlements, written and oral agreements related to the subject of this Agreement.
- 8.8. This Agreement shall be performed and interpreted in accordance with the laws of the Russian Federation.
- 8.9. The parties are guided by the current legislation of the Russian Federation on the issues that are not stipulated by this Agreement.

## **9.**

### **Provider's Details**

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General Director: Yerlan Umbetov

***Annexes:***

1. Mega Ice Rink Visiting Instructions.
2. Ice Rink Skating Rules (consulting services in ice hockey instruction).
3. Ice Rink Skating Rules (consulting services in ice figure skating instruction).
4. Provider's Price List.
5. Personal Data Processing Policy.
6. Personal Data Processing Regulations.
7. Application Form for Money Return.