

# User Agreement

## defining St. Petersburg Card online order, payment, pick-up and cancellation procedures

### 1. IMPORTANT DEFINITIONS

- 1.1. Attractions – museums, tours and other partners that grant special admission terms to the Customer when St. Petersburg Card is presented.
- 1.2. Bank Card – a tool, allowing its holder to carry out operations with funds deposited at the issuing bank, in accordance with the Russian law and contract terms of the issuing bank.
- 1.3. Voucher – a document in paper or electronic format, possessing a unique number and confirming Payment by the Customer. The Voucher is the basis for receiving the Cards. The Voucher does not grant special terms when visiting Attractions.
- 1.4. Refund – refund of the Payment to the Customer, made in accordance with the Agreement terms.
- 1.5. Order Pick-Up — free exchange of the Voucher for St. Petersburg Cards or other Products of the Order at the Pick-up Points.
- 1.6. Delivery — a service of delivering Cards to the hotel provided by the Operator and available to the Customer when completing an Order form. The cost of Delivery service is published on the Site. When ordering 5 Cards or more, the Delivery is free. The Delivery is carried out in hotels located within the ambit of St. Petersburg.
- 1.7. Order – a duly completed website form with the purpose of purchasing the Products offered on the Site or a client's request made by an authorized person at the point of sale. Cost of the Order is defined on the basis of current price rates, published on the Operator's website at the moment of purchase (regardless of the planned activation period).
- 1.8. St. Petersburg Card (hereafter — St. Petersburg Card, the Card) – 1) a sightseeing package containing of a plastic smart card with a guidebook. The package entitles its owner to special admission terms at the Attractions included in the Card

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offer; 2) St. Petersburg Card Lite – a sightseeing package containing of a plastic card with a barcode and guidebook. The package entitles its owner to special admission terms at the Attractions included in the Card offer.

1.9. Customer (User) – an individual of 18 years and up, using a Bank Card according to the contract terms of the respective issuing bank or the Mobile Payment System to pay for the Order on the Internet, who completed an online order form and uses the information about St. Petersburg Card published on the Site.

1.10. Operator — «Guest Card» Co. Ltd., which issues and sells sightseeing smart cards, the Lite cards, as well as providing other goods and services to the Customers.

1.11. Site – Operator's website located at <https://petersburgcard.com>, intended for publishing information about the Service, and running an online shop where the Products can be purchased.

1.12. Payment System — a number of financial institutions united with each other on a contractual basis, including software, hardware and technical equipment, providing informational and technological interaction required for settlements between the Operator and the Customer in the mode of secure connection using SSL-protocol for secure payment technology 3D-Secure ( «Verified by Visa» and «Mastercard Secure Code»).

1.13. Mobile Payment System — Apple Pay, Pay Pal, WebMoney, QIWI, Yandex. Money systems, etc., which can be used to pay for the Order.

1.14. Agreement – the present User Agreement.

1.15. Parties – St. Petersburg Card operator (hereafter referred to as Operator), Customer (User).

1.16. Payment – transfer of funds from the Customer's account to the Operator's account in the amount equalling cost of the Order. Payment can be performed using a Bank Card, Mobile Payment System.

1.17. Confirmation of Payment – confirmation by the System that money has been written off the Customer Bank Card.

1.18. Purchase – 1) payment for the Order completed by the Customer at the Operator's Website, confirmed by the Voucher, on the basis of which the Order is

handed over to the Customer at the Pick-up Point, or 2) the purchase of St. Petersburg Card at the Sales Point.

1.19. Regulations of the payment systems – a set of rules regulating the activity of MIR, VISA and MasterCard, China Union Pay, JCB and other payment systems.

1.20. Products – St. Petersburg Cards with a rating of 2 days (48 hours), 3 days (72 hours), 5 days (120 hours), 7 days (168 hours); St. Petersburg Cards Lite, Lite +, Sea; Delivery service; Insurance against loss; separate tickets to attractions and other goods and services offered on the Operator's Website.

1.21. Pick-up Point – a point where Vouchers can be exchanged for St. Petersburg Cards.

1.22. Sales Point – a point where St. Petersburg Card can be purchased either for cash or with a credit card.

1.23. The Guidebook – a brochure with descriptions of attractions available for visiting under St. Petersburg Card program and other useful information provided to the Customer in a complete set with a smart card or Lite card.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The Agreement regulates actions of the Customer when obtaining information and filling in the Order form on the Site.

2.2. The Agreement is a binding contract between the Customer and the Operator, which regulates use of the Site by the Customer when St. Petersburg Card is ordered, and is considered a standard form contract in accordance with the Russian Civil Code, articles 426-428. The Operator reserves the right to take advantage of all the benefits that are available to them in such a case based on the applicable provisions of the Russian civil legislation.

2.3. Words and expressions which are capitalized in the text of the Agreement, if not defined directly in the text as such, have the meanings specified for them in section 1 of the Agreement.

## 3. PERIOD OF THE AGREEMENT

3.1. The Agreement shall come into effect at the moment when the Customer fills in his or her name and e-mail address in the registration form when ordering the Products at the Website or purchasing St. Petersburg Card at the Sales Point

3.2. The Operator has the right to amend the Agreement by publishing it on the Site without prior notification of the Customer, and the Customer hereby accepts the fact that upon making each order the Customer is obliged to read the text of the Agreement as amended. The text of the Agreement is always available on the Operator's website at the following address:

<https://petersburgcard.com/terms-online> – in the Russian language,

<https://petersburgcard.com/en/terms-online> – in the English language.

3.3. The Customer's consent to the Agreement terms is expressed by putting a mark in the appropriate field of the registration form when ordering the Products or by purchasing them.

3.4. The Customer has the right to refuse his or her acceptance of the terms, additions and amendments to the Agreement made by the Operator, which is tantamount to the Customer's refusal to use the services of the Program.

## 4. FILLING IN THE ORDER FORM WHEN PURCHASING ONLINE

4.1. The Customer undertakes to complete all fields of the online registration form on the Website when ordering the Products, namely:

- Enter the name, surname;
- Provide a valid e-mail address owned by the Customer;
- Provide a valid phone number owned by the Customer;
- Choose the method of obtaining the Order — Pick-up Points or Delivery to the hotel;
- To select the approximate Pick-Up date or the exact date of the Order Delivery;
- Confirm acceptance of the Agreement terms in a manner specified in clause 3.3. of the Agreement.

## 5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer is obliged to fully comply with the Agreement terms.

5.2. The Customer has the right to make an Order on the Website and pick it up at the Pick-up Points or have it delivered to the hotel in accordance with the Agreement terms. The Customer has the right to purchase the Products at the Sales Point.

5.3. The Customer shall not be entitled to reproduce, repeat, duplicate, resell any information from the Website, post it on other websites, or use for commercial or promotional purposes — including information on the Products and its price rates published on the Website without the Operator's agreement.

5.4. When picking up the Order at the Pick-up Points or getting it by delivery service the Customer shall present a unique Order number or the Voucher. The Customer shall present the Voucher to the person in charge that is handing out the Order.

5.5. The client is obliged to fill in the appropriate fields (date and time) on the smart card when it is first used and activated. The activation procedure is described in the User's Manual posted on the Operator's Website. In case these fields are not filled, the Customer may be denied the ticket to the attraction.

5.6. The Customer has the right to restore lost cards and Guidebooks by paying the cost of the lost object when contacting the Operator: 300 RUB for the Guidebook, 200 RUB for the smart card. Restoration of lost cards is made only at the Operator's Office during its working hours specified on the Operator's Website. To restore lost cards and Guidebooks, the Customer must inform the manager of the order number or lost card number (it is recommended to save the order number and card numbers in any available way).

## 6. RIGHTS AND OBLIGATIONS OF THE OPERATOR

6.1. The Operator shall specify on the Site the price rate of the Products, which is available for purchasing.

6.2. The Operator provides the Customer with the ability to make an online Order on the Website in accordance with the Agreement terms.

6.3. The Operator provides the Customer with the ability to purchase St. Petersburg Cards in the Sales Points.

6.4. Due to the fact that in a number of Attractions different prices are set for Residents and Non-residents of the Russian Federation, the Operator reserves the right to establish different prices for Products for the specified categories of Customers.

6.5. The Operator reserves the right to unilaterally change the Card price offered on the Site, but this does not affect in any way the Orders which have been paid for previously.

## 7. PURCHASE AND REFUND RULES

### 7.1. Currency of Payment

7.1.1. In accordance with the Russian legislation, the currency in which money is debited from the Customer's Bank Card is the Russian ruble.

7.1.2. For the convenience of the Customers a currency calculator indicating the price of the Products in the world's major currencies at the exchange rate of the Central Bank of Russia on the day of the payment is installed at the Operator's Website. This information is for reference only.

7.1.3. For the convenience of the Customers the Operator may indicate the prices for the Products in the currencies of the respective countries at the pages of the Website in foreign languages. Calculations will be made in Russian rubles. The ruble price will be reflected in the currency calculator.

### 7.2. Procedure of Purchasing online via Bank Card:

7.2.1. The Customer selects the desired Product and proceeds to checkout, gradually passing through all stages of the Order completion.

7.2.2. The Customer the right to cancel an unpaid Order at any time before the final confirmation and making a Payment.

7.2.3. When placing an Order and proceeding to the Payment stage, the Customer is redirected to the Payment System website, where the Bank Card data will be verified. Upon successful result of the Payment, the Order amount is debited from the Customer Bank Card.

7.2.4. If the Payment was not completed or was completed unsuccessfully, the Customer shall be entitled to place a new order and make a Payment according to the procedure specified in the above clauses: 7.2.1 — 7.2.3.

7.2.5. As soon as the Operator is notified by the System about successful Payment, the Customer receives a Voucher to the email address specified during Order completion. The voucher contains a unique number and other information about the Order.

7.2.6. The Customer can pick up paid orders within 180 calendar days from the date of purchase at the Pick-up Point (chosen one or at any other in case the cards are available) or order Delivery to the hotel within the ambit of Saint Petersburg Ring Road. If within this period the Customer has not picked up the Voucher (for reasons beyond the Operator's control), the Order is considered to be fulfilled and the paid amount is no more subject to refund.

7.2.7. For picking up the Card, the Customer must present a printed Voucher or provide its unique number.

7.3. The Operator is entitled to refuse order issuance in the following cases: a) the Payment System has notified of the possible fraudulent transaction involving the Customer Bank Card; b) the Customer has failed to provide the Voucher or its unique number; c) the Voucher has already been exchanged for Cards before.

The operator is not liable if the Voucher has already been used in an unauthorized manner by third parties.

7.4. In case of the Operator's refusal to issue Cards to the Customer, based on the reasons specified in clause 7.3. of the Agreement, the Operator will not be liable for refunding the corresponding Order amount to the Customer.

7.5. In case the Customer timely refuses the Products which were purchased in the established order according to the Agreement, he or she is entitled to a Refund of the amount paid for the Order as stated in clause 7.9. of the Agreement.

## 7.6. Security of Payments

7.6.1. The Customer is obliged to make payments using only their own Bank Cards.

7.6.2. Payments security is ensured via the acquiring bank, operating on the basis of modern technologies and protocols developed by international payment systems MIR (MIR Accept), Visa International and MasterCard Worldwide (3D-Secure: Verified by VISA, MasterCard SecureCode). Security of the transmitted information is provided by the up-to-date Internet security protocols.

## 7.7. Order Cancellation

7.7.1. The Operator has the right to cancel the Order in cases specified in clause 7.3.

7.7.2. The Operator has the right to cancel the Order if, after the Customer has completed it, the System has not confirmed a successful Payment within twenty (20) minutes.

7.7.3. The operator can cancel the Order in case of the software platform failure at the moment of order implementation. In this case, the total Order amount is automatically returned to the Bank Card involved in the Payment.

7.8. Customer Support during the payment of the Order

7.8.1. For any questions, complaints and suggestions related to making payments by Bank Cards, the Customer should contact customer support service of the issuing bank. The Customer has the right to apply to St. Petersburg Card office to obtain some preliminary reference, which can only be provided to the extent of the Operator's knowledge.

7.9. Policy of Refund upon the Customer request

7.9.1. The Customer has the right to cancel the paid, but still uncollected Orders within 180 (one hundred and eighty) days. To do this, the Customer must submit a request to the Operator based on the Appendix 1 to this Agreement, stating the reasons for Order cancellation. Refund to the Customer Bank Card is made to the amount of the paid Order minus 5% covering the Operator's actually incurred costs in accordance with Article 32 of the Federal Law «On Protection of Consumers' Rights» and Article 782 of the Russian Civil Code.

7.9.2. The Customer has the right to return the paid St. Petersburg Card, provided that the Card was not activated, within 30 calendar days after Order pick-up, the purchase at the Sales Point. The Refund is processed in a manner stated in clause 7.9.1. of this Agreement, and is initiated only after the return of an unused St. Petersburg Card package (guidebook and a plastic card in preserving packaging), brought by the Customer to the Operator's office or sent to the postal address mentioned on the Website. In this case, the shipping charges will be at the Customer's expense.

7.9.3. To return the collected Order amount, it is required to fill in the application form provided in Appendix 1 to this Agreement and send it by e-mail [info@petersburgcard.com](mailto:info@petersburgcard.com) to the Operator's office. The application must specify: Customer first and last names, number of the Voucher (can be found under the bar-



code of the Voucher), e-mail address specified in the Order, the last 4 digits of the Bank Card involved in the Payment, date and amount of the Order, amount requested to be refunded, reasons for claiming a Refund.

7.9.4 The Operator initiates a refund on the business day following the receipt in case of e-mail Customer application according to the clause 7.9.1, or receipt of the unused St. Petersburg Card package according to the clause 7.9.2. Considering the time required for bank processing, the refund procedure may take from 3 to 45 business days, which depends on the Customer's country of residence and terms of the issuing bank.

#### 7.10. Policy of Refund at the Operator's initiative

When a Refund is initiated due to termination of the Operator's activities, or in the event of a technical failure which caused an incorrectly made Order/Payment, the Operator cancels the Order and returns its full amount to the Customer. The Operator shall, within 5 (five) working days, notify the Customer about Order cancellation by sending a relevant e-mail to the address specified during Order completion, and within 10 (ten) business days make a Refund of the full Order amount.

7.11. In case of a Refund made by the Operator in accordance with the Agreement terms, Regulations of the payment systems and Russian legislation, it will be regarded by the Parties as an event, which gives sufficient grounds for the Operator to terminate its obligations under the Agreement, considering them fulfilled.

7.12. The Refund date shall be the date of debiting money from the Operator's account. The Operator shall not be liable for further transactions related to the Refund.

## 8. CONFIDENTIALITY

8.1. The policy regarding the processing of personal data is prepared in accordance with provisions of item 2, part 1, clause 18.1 of the Federal Law no.152-FZ «On Personal Data» from 27.07.2006 and defines the position of juristic party: St. Petersburg Card Ltd (PSRN: 1107847292277, ITN: 7841431791, address of registration: 191014, St. Petersburg, Artilleryskaya Str., Building No. 1, room 26-N) and/or its affiliated persons in the field of processing and protection of personal data, respect for the rights and freedoms of every person and, in particular, the right to privacy, personal and family secrets.

8.2. The full text of the Privacy Policy is available on the Website at [petersburgcard.com/privacy-policy](https://petersburgcard.com/privacy-policy)

## 9. DISCLAIMER

9.1. The Parties agree that the Site is an alternative option of ordering and purchasing the Products, which does not deprive the Customer of the opportunity to make a purchase without using it (at the available Sales Points), e.g. in case of a technical failure or suspension of the Website work for indefinite period.

9.2. The Operator shall make every possible effort to ensure the normal operation of the Website. However, the Operator does not guarantee that the Website will meet all requirements and expectations of the Customer or that its functioning will be uninterrupted, quick or error-free.

9.3. The Operator is not responsible for the contracts entered into by the Customer and third parties in relation to the Products.

9.4. The Operator shall have the right to unilaterally terminate operation of the Website or part of its functions at any time without prior notice. In this case all Orders purchased on the Site up to that moment and confirmed with the Voucher will remain valid. The Operator is not liable for the temporary or permanent discontinuance of the Site operation.

9.4.1 The Operator reserves the right to suspend sale including online sale of all or one of the Products due to force majeure circumstances. All Products purchased at the Sales Points up to that moment will remain valid. All Products purchased via the Website and confirmed by the Voucher will also remain valid.

9.5. The Operator may suspend functioning of the Site without any prior notice to the Customer in case of force majeure, failures of software or technological support of the third parties, which provide operation of the Site in accordance with the Agreement terms, as well as actions/omissions of the third parties aimed at suspension or termination of the Site work.

9.6. The Operator is not responsible for any failure to perform their obligations to the Customer under this Agreement in terms of compensation for losses incurred in connection with the use or inability to use the Site.

9.7. The Operator is not responsible for the timing of payments by the bank and other organizations.

9.8. In all circumstances, the Operator's liability to the Customer is limited to the value of purchased Cards.

9.9. The Operator shall not be liable to the Customer for the quality of services provided by the Partner Organizations (museums, excursions, etc.).

9.10. The parties are exempt from the responsibility for partial or complete failure to perform their obligations if such failure was caused by force majeure arising after the Agreement has come into force, or if it was a result of extraordinary events, which the Parties could not foresee and prevent by reasonable measures.

9.11. The Operator is not responsible for any disputes arising between the Customer and the System and/or a credit institution over the Payment transaction.

## 10. FINAL PROVISIONS

10.1. This document is an Agreement between the Customer and the Operator, which defines terms & conditions of purchasing the Products and using the Website with the purpose of making an Order of the Products. In case of a conflicting situation, the Agreement published on the Website will take precedence over any other version of the Agreement.

10.2. In cases other than those specified in the Agreement, the relationship between the Operator and the Customer is governed by the laws of the Russian Federation.

10.3. In case of disputes regarding the Agreement, the Operator and the Customer will make all possible efforts to resolve them through negotiations. In case of a failure to settle disputes through negotiation, they shall be settled in accordance with the Russian legislation.

10.4. If the court recognizes any part of the Agreement invalid or not enforceable, this will not entail invalidation of other provisions of the Agreement.

10.5. If the Customer accepts the Agreement terms and expresses their acceptance according to procedure specified in clause. 3.3. of the Agreement, the Parties consider this fact as an equivalent of the Customer handwritten signature.

10.6. All texts published on the Site are the Operator's intellectual property.

## APPLICATION FORM FOR CLAIMING A REFUND

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Order number and date: \_\_\_\_\_

Order amount: \_\_\_\_\_

Amount requested to be refunded: \_\_\_\_\_

4 last digits of the Bank Card used for the Payment: \_\_\_\_\_

Reasons for claiming a refund:

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