

## PUBLIC OFFER

### **Provision of services to ensure participation in the 2-nd International Conference on "Innovations in Mass Spectrometry: Instrumentation and Methods" (November 7-11, 2016, Moscow)**

Limited Liability Company "Triologue", hereinafter referred to as the "Contractor", enters into this Agreement with any person, hereinafter referred to as the "Customer". This Agreement is a services agreement concluded by means of the Public Offer, and regulates the provision of services and obligations arising between the Contractor and the Customer. The text of this Agreement is available on the Internet at <http://innms2016.org>.

#### **1. Definitions**

**1.1 "Event"** means the the 2-nd International Conference on "Innovations in Mass Spectrometry: Instrumentation and Methods" (November 7-11, 2016, Moscow) held by Skolkovo Institute of Science and Technology, Moscow Engineering Physics Institute, Moscow Institute of Physics and Technology, Institute of Biochemical Medicine after V.N. Orekhovich, Institute of Energy Problems of Chemical Physics after V.L. Talrose, Institute of Biochemical Physics after N.M. Emanuel and arranged by Limited Liability Company "Triologue". Information on the events is available at <http://innms2016.org>.

**1.2 "Web page"** means an Internet resource located at: <http://innms2016.org> , which contain the information about the event.

#### **2. Subject of the Agreement**

**2.1.** The subject of this Agreement is provision of services to the Customer visiting the Event on the terms and conditions of this Agreement and in accordance with the tariff plans, published on the Web page <http://innms2016.org>

**2.2.** Full and unconditional acceptance of terms and conditions of this Agreement is considered to be any of the Customer's actions to fulfill conditions specified in the Agreement, including payment of the registration fee and services, registration as a user at the web-site of the Event, as well as other actions, confirming the Customer's intention to use the Contractor's services.

**2.3.** Since the Customer accepts the terms and conditions of this Agreement it is considered that the Customer has read and agreed to the terms and conditions of this Agreement, and in accordance with the Civil Code of the Russian Federation the Customer enters in the contractual relationship with the Contractor.

#### **3. Rights and obligations of the Parties**

**3.1.** The Contractor is obliged to:

**3.1.1.** Provide the Customer with services, according to the requirements stipulated by this Agreement from the moment the Parties sign this Agreement.

**3.1.2.** Inform the Customer on any changes regarding the Events by posting information about the changes on the Web page.

**3.1.3.** Provide the Customer with information on the amount of registration fees, cost of services and payment options. In case of payment order through the payment terminal to provide the Customer with information on the amount of payment, consistent with the payment systems involved in the process of payment.

**3.1.4.** Avoid disclosure of any personal information of the Customer and provision of access to this information to third parties, except as required by law.

**3.2.** The Company shall have the right to:

**3.2.1.** Require the Customer's full consent to the terms and conditions of this Agreement. Without the Customer's acceptance of the terms and conditions of this Agreement, the Company has the right to refuse to provide services to the Customer.

**3.2.2.** Require from the Customer full payment for the registration fee and services.

- 3.2.3.** Use third parties to receive payments for registration fees and services.
- 3.2.4.** Unilaterally change this Agreement, amounts of registration fees and cost of services by publishing the respective information on the Web page.
- 3.2.5.** Disable and enable service for preventive maintenance on the server and other equipment used in the provision of services at convenient time, informing the Customer on the Web page.
- 3.2.6.** The Contractor reserves the right not to fulfill the services in the event of force majeure (paragraph 6 of this Agreement).

**3.3. Customer agrees to:**

- 3.3.1.** Prior to the conclusion of this Agreement read its terms and conditions, amounts of registration fees and the cost of services on the Web page <http://innms2016.org>.
- 3.3.2.** Accept the terms and conditions of this Agreement.
- 3.3.3.** Put the actual contact information when ordering and paying registration fees and services.
- 3.3.4.** Check the accuracy of all data required for payment when making an order. If the Customer refuses to provide the required data, the Contractor shall have the right to refuse to provide services.
- 3.3.5.** Pay in full the amount of the registration fee and cost of services by way of payment given on the Web page and within the period specified by the Contractor in the course of registration payment.

**3.4. The Customer has the right to:**

- 3.4.1.** Order services on the Web page. The Customer acknowledges that in the case of receiving the Contractor's services, the Customer fully and unconditionally accepts the terms and conditions of this Agreement, regardless of the manner in which services are ordered.
- 3.4.2.** Select the method of payment from the options listed on the Web page.
- 3.4.3.** Independently verify the order details before its placing. The Customer is solely responsible for the accuracy and legitimacy of the use of the data when booking tickets.

**4. Refunds**

**4.1.** The Contractor undertakes to refund the money paid by the Customer for the service and the registration fee within 14 (fourteen) working days from the final date of the Event only in the cases when refund is possible, i.e.:

- Double order and payment of one service / registration fee;
- If not due for cancellation policy for each of the services and the registration fees for which you want to refund. Cancellation terms are published on the Web page of the Event.

- In case of cancellation, replacement or transfer of the Event on behalf of the Organizing Committee.

**4.2.** Refund will be made net of bank charges and penalties (if applicable) which are applicable for the services and the registration for the date when the Customer applies to the Contractor for the refund. Refund is made by the Contractor based on the following documents: the Customer's original claim for the refund, scanned copy of the Customer's passport, scanned copy of the Customer's bank card, bank details (if payment was made by a bank card) and bank and account details (if payment was made by bank transfer).

**4.3.** The penalties (if applicable) are published on the Web page.

**4.4.** The Contractor shall not refund to the Customer any money paid under this Agreement in the event when services were not rendered due to the Customer's fault, in particular due to breach of this Agreement.

**5. Liability and Dispute Resolution**

**5.1.** The Contractor shall not be liable in the event of non-performance or improper performance of services on its part or on the part of third parties, arising due to the unreliability, failure or delay in confirming the information provided by the Customer and arising as a result of other Customer's violations of the terms and conditions of the Agreement.

**5.2.** The Contractor shall not be liable in the event of the Customer's failure to attend the Event due to the circumstances beyond the control of the Contractor.

**5.3.** The Contractor shall not be liable for non-compliance of the Event to the Customer's expectations and his subjective assessment.

**5.4.** The Parties shall make every effort to reach agreement on controversial issues through negotiations. If they can not reach agreement by negotiation, the disputes shall be referred to the Court of Arbitration.

**5.5.** All other matters not provided for in this Agreement shall be governed by the legislation of the Russian

Federation. All disputes arising out of the provisions of the Agreement will be resolved in the courts of the Russian Federation in accordance with the current legislation of the Russian Federation.

## **6. Force Majeure**

**6.1.** The Parties are not responsible for the complete or partial failure to fulfill their obligations under the Agreement if such failure was caused by force majeure, i.e. extraordinary and unavoidable events under the given conditions.

**6.2.** Force Majeure, in particular, includes: natural disasters, acts of war, national crisis, strikes in the industry or region, the actions and decisions of public authorities, failures arising from telecommunications and energy networks, the effect of malicious software, as well as the unscrupulous actions of third parties expressed in actions aimed at unauthorized access and / or disabling the software and / or hardware system of each Party.

## **7. Change and Termination**

**7.1.** This Agreement shall enter into force on the date the Customer accepts terms and conditions of this Agreement and is valid until the end of the Event.

**7.2.** The Contractor shall have the right to unilaterally, without giving reasons withdraw from this Agreement.

**7.3.** The Customer has no right to unilaterally withdraw from this Agreement after acceptance of its terms and conditions.

**7.4.** The Contractor has the right to modify or amend the terms of this Agreement without prior notice of the Customer. Using the Contractor's services and their payment after any amendments made by the Contractor shall mean the Customer's acceptance of such amendments.

## **8. Privacy Policy**

**8.1.** The Customer guarantees the confidentiality of the data provided by the Customer under this Agreement.

**8.2.** The Customer is responsible for maintaining the confidentiality of his login name (login) and password and for all activities that occur under that name (login) and password. The Contractor shall not be responsible and shall not reimburse losses caused by unauthorized use of the Customer's identification data by third parties.

## **9. Details of the Contractor:**

<b>Beneficiary Customer</b>	Limited Liability Company "Dialogue" Maly Sukharevsky lane, 9, bld. 1, office 1, room 56a, 127051, Moscow, Russia <u>Account: 40702978000001003058</u>
<b>Beneficiary Bank</b>	VTB 24 (JSC), Moscow, Russia SWIFT: CBGURUMM
<b>Intermediary Bank</b>	VTB Bank (Deutschland) AG Fr/Main, Germany SWIFT: OWHBDEFF
<b>Correspondent account in Intermediary Bank</b>	0104157391
<b>Intermediary Bank</b>	Deutsche Bank AG, Fr/Main, Germany SWIFT: DEUTDEFF
<b>Correspondent account in Intermediary Bank</b>	100947525200
<b>The General Director</b>	Ilya V. Gudovich