

USER AGREEMENT

1. GENERAL TERMS

- 1.1. The present User Agreement (hereafter - Agreement) relates to the Site «Moskovskoye Nebo», being situated the latter at <https://www.mosnebo-restoran.ru/>.
- 1.2. The «Moskovskoye Nebo» Site (hereafter – the Site) is a property of the legal entity LLC «**Moskovskoye Nebo**» (PSRN: 1197746569932 , TIN: 7708359858 , registered address: **LEGAL ADDRESS:** 129223, Moscow city, prospect Mira, dom 119, stroyeniye 422)
- 1.3. This Agreement regulates relations between the Administration of the Site «Moskovskoye Nebo» (hereafter – the Site Administration) and the User of this Site.
- 1.4. The Site Administration reserves the right at any time to modify, add or delete clauses of this Agreement without notice to the User.
- 1.5. The use of the Site by the User means acceptance of this Agreement along with the changes inserted in this Agreement.
- 1.6. The User shall be personally responsible for checking this Agreement for changes.

2. DEFINITIONS OF TERMS

- 2.1. The terms given below, for the purpose of this Agreement, signify the following:
 - 2.1.1 «Moskovskoye Nebo» is an Internet resource located on the domain name <https://www.mosnebo-restoran.ru/>, which is carrying out its activities through an Internet resource and related services (hereafter - The Site).
 - 2.1.2. «Moskovskoye Nebo» is the Site that contains information about Goods and/or Services, as well as about other values for the User, the Seller and/or the Service Provider, allowing to make a selection, order and/or purchase of the Goods, and/or receive the service.
 - 2.1.3. The Site Administration are authorized employees for management of the Site who are acting on behalf of the legal entity **LLC «Moskovskoye Nebo»**.
 - 2.1.4. The User of the Site (hereafter- User) is a person who has the access to the Site via the Internet and who uses the Site.
 - 2.1.5. The Content of the Site (hereafter – Content) are protected results of intellectual activity, including texts of literary works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivative, composite and other works, User interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, general style and location of this Content included in the Site and other intellectual property objects, all together and/or individually, presented on the Site <https://www.mosnebo-restoran.ru/>.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is to provide the User with access to Goods and/or Services contained on the Site.
 - 3.1.1. The Site provides the User with the following types of services:
 - ☑ provision of the User with the possibility to post messages, comments, reviews of users, evaluation of the Site Content.
 - ☑ familiarization with goods/services posted on the Site;
 - ☑ selection and ordering of goods/services for subsequent purchase or drawing up on this Site.
 - 3.1.2. All services (services), existing (actually functioning) at the present moment, on the Site, are subject to this Agreement, as well as any subsequent modifications of them and further additional services (services).

- 3.2. The access to the Site is provided free of charge.
- 3.3. The present Agreement is a public offer. Accessing the Site, the User shall be deemed to have joined this Agreement.
- 3.4. The use of materials and services of the site is regulated by the norms of the current legislation of the Russian Federation

4. RIGHTS & OBLIGATIONS OF THE PARTIES

4.1. The Site Administration has the right to:

4.1.1. Change the rules of the Site use, as well as change the content of this Site. Changes come into effect from the moment of publication of the new Agreement edition on the Site.

4.2. The User has the right to:

4.2.1. Use all the existed on the Site services, as well as purchase any Goods and/or Services which are offered on the Site.

4.2.2. Ask any questions related to the services of the Site:

☒ on telephone: **8-495 748-61-01**

☒ by e-mail: **banket.mosnebo@gmail.com**

☒ by means of Feedback form at: <https://www.mosnebo-restoran.ru/>

4.2.3. Use the Site exclusively for the purposes and procedure stipulated by the Agreement and not prohibited by the legislation of the Russian Federation.

4.2.4. Demand from the Administration to hide any information about the user.

4.2.5. Use Site information for commercial purposes without special permission.

4.3. The Site User undertakes:

4.3.1. To provide additional information at the request of the Site Administration that is directly related to the services provided at this Site.

4.3.2. To observe property and non-property rights of authors and other rights holders when using the Site.

4.3.3. Not to take actions that may be considered as disruptive to the normal operation of the Site.

4.3.4. Not to spread, using the site, any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities.

4.3.5. To avoid any actions that may result in breach of confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Not to use the Site to distribute advertising information except with the consent of the Site Administration.

4.3.7. Not to use services aiming to:

4.3.7.1. violate the rights of minors and/or, in any form, to cause them harm.

4.3.7.2. infringe rights of minority.

4.3.7.3. represent oneself as another person or as a representative of the organization and/or community without sufficient rights, including as one of employees of this Site.

4.3.7.4. mislead people regarding the properties and characteristics of any Product and/or service posted on the Site.

4.3.7.5. make incorrect comparison of Goods and/or Services, as well as create a negative attitude towards people who are not using certain Goods and/or Services or condemn them.

4.3.7.6. download some content, which is unlawful, violates any rights of third parties, promotes violence, cruelty, hatred and/or discrimination on racial, national, sexual, religious, social grounds, contains false information and (or) insults to specific persons, organizations, authorities.

4.3.7.7. encourage the commission of unlawful acts, as well as assist persons whose actions are aimed at violating restrictions and prohibitions in force in the territory of the Russian Federation.

4.3.8. To ensure the reliability of provided information.

4.3.9. To protect personal data from third party access.

4.4. The User is not allowed to:

4.4.1. Use any device, programs, procedures, algorithms and methods, automatic device, or equivalent manual process to access, purchase, copy, or track content of the Site.

4.4.2. Disrupt the proper functioning of the Site.

- 4.4.3. By any means circumvent the navigation structure of the site in order to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Site.
- 4.4.4. Have unauthorized access to site features, any other systems or networks related to this Site, as well as to any services offered on the Site.
- 4.4.4. Violate the system of security or authentication on the site or on any network related to the site.
- 4.4.5. Execute a reverse search, monitor or attempt to track any information about any other Site User.
- 4.4.6. Use the site and its content for any purpose prohibited by the legislation of the Russian Federation, as well as incite any illegal activity or other activity that violates the rights of the site or other persons.

5. USE OF THE SITE

- 5.1. The Site and the Content, being a part of the Site, are owned and managed by the Site Administration.
- 5.2. The Content of the Site is protected by copyright, trademark law, as well as other intellectual property rights and unfair competition law.
- 5.3 The present Agreement extends its effect to all additional terms and conditions for the purchase of the Goods and/or the provision of services provided on the Site.
- 5.4. Information posted on the Site shall not be construed as a change to this Agreement.
- 5.5. The Site Administration shall have the right, at any time without notifying the User, to make changes to the list of Goods and Services offered on the Site and/or their prices.
- 5.6. Document referred to in paragraph 5.7. of this Agreement, regulates in the relevant part and extends its effect to the use of the Site by User.
- 5.7. Privacy Policy: DOCUMENT REFERENCE
- 5.8. Any of the documents listed in the clause 5.7 of this Agreement may be updated. Changes come into effect from the moment of their publication on the Site.

6. RESPONSIBILITIES

- 6.1. Any damages that User may incur in the event of a wilful or careless violation of any provision of this Agreement, as well as due to unauthorized access to communications of another User, shall not be reimbursed by the Site Administration.
- 6.2. The Site Administration shall not be responsible for:
 - 6.2.1. Delays or failures in the course of the operation caused by force majeure, as well as any case of problems in telecommunications, computer, electrical and other related systems.
 - 6.2.2. Actions of remittance systems, banks, payment systems and delays related to their operation.
 - 6.2.3. Proper operation of the Site, in case User does not have the necessary technical means for its use, and also has no obligation to provide users with such means.

7. VIOLATION OF THE TERMS OF THE USER AGREEMENT

- 7.1. The Site Administration shall have the right to disclose information about the User if the current legislation of the Russian Federation requires or permits such disclosure.
- 7.2. The Site Administration shall have the right, without prior notification to the User, terminate and/or interlock access to the Site if User has violated this Agreement or the terms of the Site use contained in other documents, as well as in case of termination of the Site or due to a technical failure or problem.
- 7.3. The Site Administration shall not be liable to the User or third parties for termination of access to the Site in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Site.

8. DISPUTE RESOLUTION

8.1. In case of any disagreement or dispute between the Parties to this Agreement, it is obligatory to submit a claim (a written proposal for voluntary settlement of the dispute) before going to court.

8.2. The Claim Recipient shall, within 30 calendar days of receipt, notify the claimant in writing of the outcome of the claim.

8.3. If it is impossible to resolve the dispute voluntarily, either Party has the right to apply to the court for protection of its rights, which are granted to them by the current legislation of the Russian Federation.

8.4. Any claim with regard to the terms of the Site use should be brought within 5 days after the grounds for the claim arise, with the exception of copyright protection for the materials of Site protected in accordance with the legislation. In case of violation of the terms of this paragraph, any claim is left by the court without consideration.

9. ADDITIONAL TERMS

9.1. The Site Administration does not accept counter offers from the User regarding changes to this User Agreement.

9.2. Reviews of the User posted on the Site are not confidential information and can be used by the Site Administration without restrictions.