

User Agreement for METROPOL Grand Hotel Gelendzhik WebSite

Date of Publication:

1. General Provisions

1.1. LLC "METROPOL ESSET MANAGEMENT" and/or individuals with whom management and commercial concession agreements have been concluded (hereinafter collectively referred to as "METROPOL Grand Hotel Gelendzhik") offer internet users (hereinafter referred to as "User") to use the METROPOL Grand Hotel Gelendzhik website (hereinafter collectively referred to as "Site") under the terms set forth in this User Agreement (hereinafter referred to as "Agreement"). The Agreement comes into effect at the moment the User expresses their consent to its terms in the manner provided in paragraph 1.3 of the Agreement.

1.2. The use of the Site is governed by this Agreement, as well as by the following documents, which are an integral part of this Agreement:

- Privacy Policy (https://metropol-gelendzhik.ru/en/info/policy_metropol),
- Terms of Use for the Loyalty Program (https://metropol-gelendzhik.ru/en/info/policy_metropol),
- Terms of Use for individual Site.

The Agreement may be amended by METROPOL Grand Hotel Gelendzhik without any special notice; the new version of the Agreement takes effect from the moment it is posted on the internet, unless otherwise specified in the new version of the Agreement. The current version of the Agreement is always available at https://metropol-gelendzhik.ru/en/info/policy_metropol.

1.3. By starting to use any Site and/or its individual features, or by completing the registration process, the User is considered to have accepted the terms of the Agreement in full, without any reservations or exceptions. If the User disagrees with any provisions of the Agreement, they are not entitled to use the Site. If any changes have been made to the Agreement by METROPOL Grand Hotel Gelendzhik in accordance with paragraph 1.2 of the Agreement that the User does not agree with, they must cease using the Site.

1.4. The Site provide Users with a free functional opportunity to access and/or search for information about hotels and other accommodation facilities (hereinafter referred to as "Objects") and offers from METROPOL Grand Hotel Gelendzhik for booking and paying for their stay.

1.5. All existing features of the Site, as well as any development and/or addition of new features, are subject to this Agreement.

1.6. By using the Site, the User consents to receive informational and advertising messages (provided that consent is obtained in a manner compliant with legal requirements, or provided that the User has not opted out of receiving advertising messages at registration or later using the relevant functionality). The User has the right to refuse to receive advertising messages by using the relevant functionality of the Site or by following the instructions specified in the received message.

1.7. In order to improve the quality of the METROPOL Grand Hotel Gelendzhik Site, METROPOL Grand Hotel Gelendzhik and/or individuals engaged by them for conducting surveys have the right to collect opinions and feedback from Users on various issues by sending an informational message during the User's next visit to the Site or by contacting them using the contact details provided by the User in their account (via phone calls or emails). Collected opinions and feedback may be used to generate statistical data that may be utilized

on the Site. Feedback provided by Users during surveys may also be published by METROPOL Grand Hotel Gelendzhik on the Site or in services with which LLC " METROPOL ESSET MANAGEMENT " has management and commercial concession agreements, both with and without indicating the User's name (login). When leaving feedback, Users agree to adhere to the requirements of this Agreement, including those set forth in paragraph 2 of this Agreement.

2. Terms of Use of the Site

2.1. User Responsibility

The user is solely responsible before third parties for their actions related to the use of the Site, including if such actions lead to violation of the rights and legitimate interests of third parties, as well as for compliance with legislation when using the Site.

2.2. When Using the Site, the User Must Not:

2.2.1. Upload, send, transmit, or otherwise post and/or distribute content that is illegal, harmful, defamatory, offensive, demonstrates (or promotes) violence and cruelty, infringes intellectual property rights, promotes hatred and/or discrimination against people based on racial, ethnic, gender, religious, social characteristics, contains insults directed at any individuals or organizations, contains elements (or promotes) pornography, child erotica, constitutes advertising (or promotion) of sexual services (including under the guise of other services), explains how to manufacture, use, or otherwise utilize narcotic substances or their analogs, explosive devices, or other weapons;

2.2.2. Violate the rights of third parties, including minors, and/or cause them harm in any form;

2.2.3. Impersonate another person or representative of an organization/community without sufficient authority, including impersonating employees of METROPOL Grand Hotel Gelendzhik the site owner, as well as using any other forms and methods of illegal representation of other persons online, and misleading users or METROPOL Grand Hotel Gelendzhik regarding the properties and characteristics of any subjects or objects;

2.2.4. Upload, send, transmit, or otherwise post and/or distribute content without having the right to do so according to applicable laws or contractual relationships;

2.2.5. Upload, send, transmit, or otherwise post and/or distribute unauthorized promotional materials, spam (including search engine spam), lists of others' email addresses, pyramid schemes, multi-level marketing (MLM), internet earning systems, e-mail businesses, "chain letters," as well as use the Site to participate in these activities;

2.2.6. Upload, send, transmit, or otherwise post and/or distribute any materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of any computer or telecommunications equipment or software, to gain unauthorized access, as well as serial numbers for commercial software products and programs to generate them, login credentials, passwords, and other means to obtain unauthorized access to paid resources on the Internet, and to place links to such information;

2.2.7. Unauthorized collection and storage of personal data belonging to other individuals;

2.2.8. Disrupt the normal operation of the Site;

2.2.9. Facilitate actions aimed at violating restrictions and prohibitions imposed by the Agreement;

2.2.10. Reproduce, repeat, copy, sell, resell, and use for any commercial purposes any parts of the Site (including content accessible to the User through the Site) or access thereto, except in cases where the User has received written permission from METROPOL Grand Hotel Gelendzhik or unless explicitly permitted by the terms of service of one of the Site;

2.2.11. Otherwise violate the provisions of applicable law, including international law.

2.3. Rights Reserved by METROPOL Grand Hotel Gelendzhik

METROPOL Grand Hotel Gelendzhik reserves the right, at its discretion, to restrict the User's access to the Site (to certain features of the Site, if technologically possible) using their account, or completely block the User's account in case of repeated violations of the Agreement, or apply other measures to ensure compliance with legal requirements or the rights and legitimate interests of third parties.

2.4. Consent to Processing of Personal Data

By using the Site, the User gives consent to METROPOL Grand Hotel Gelendzhik to process the User's personal information, as defined in METROPOL Grand Hotel Gelendzhik ' Privacy Policy (https://metropol-gelendzhik.ru/en/info/policy_metropol), and/or the personal information of individuals indicated by the User, including the cross-border transmission of the User's personal information and/or the personal information of individuals indicated by the User to partners of METROPOL Grand Hotel Gelendzhik for the stated purposes, as well as receiving such information from those individuals for the same purposes, and also for purposes provided by law, including for the exercise of rights and legitimate interests of METROPOL Grand Hotel Gelendzhik and third parties.

2.5. Autofill Functionality

The User may have access to functionalities that allow saving personal information of the User and/or individuals indicated by the User, as well as other information previously entered into booking forms while using the Site, and subsequently autofilling booking forms on the Site and other services of METROPOL Grand Hotel Gelendzhik and entities with whom management and commercial franchise agreements have been concluded, supporting this functionality. By making a reservation, the User thereby grants METROPOL Grand Hotel Gelendzhik consent to receive (including receipt from third parties), process such information for the stated purpose, and under conditions set forth in the Privacy Policy (https://metropol-gelendzhik.ru/en/info/policy_metropol). METROPOL Grand Hotel Gelendzhik does not guarantee the accuracy and completeness of the results of the autofilled booking forms and is not liable for incorrect data entered by the User during the booking process.

3. Booking Conditions for Properties

3.1. Booking Process

Before a Property is reserved for the User under the terms determined by the User's order and confirmed by METROPOL Grand Hotel Gelendzhik ("Booking") via the Site, the User must familiarize themselves with all Booking conditions presented by METROPOL Grand Hotel Gelendzhik and listed on the Site and in this Agreement. Obvious errors, including typos, made in describing information about Properties, Booking conditions, are not legally binding.

The relationship between the User and METROPOL Grand Hotel Gelendzhik concerning the Booking of Properties is governed by METROPOL Grand Hotel Gelendzhik rules specified in this Agreement and in documents referred to in Section 1.2 of the Agreement, which the User undertakes to review and communicate to all third parties indicated by the User.

3.2. Direct Contractual Relationship

When booking a Property, the User enters into direct contractual relations with one of the METROPOL Grand Hotel Gelendzhik entities for the provision of hotel services or temporary possession and use of the Property with or without additional services (depending on the specific Booking conditions). The brief name of this entity and other essential information about

it, as required by Russian law, are communicated to the User upon making the Booking via the Site.

3.3. Essential Terms of the Agreement

The material terms of the agreement with the User are determined by the User when booking a Property using the Site and are specified in the Booking confirmation. The Booking confirmation is sent electronically to the User. If after booking a Property, the User did not receive a Booking confirmation at the email address or mobile phone number they provided, the User should contact the booking service at +7 800 200 00 48.

3.4. Number of Bookable Properties

On the Site, the User can book up to one Property per order, unless otherwise specified by METROPOL Grand Hotel Gelendzhik in the interface of the Site. The number of Properties available for Booking by a single User may be further limited at METROPOL Grand Hotel Gelendzhik ' discretion.

3.5. Communication Consent

By booking Properties using the Site, the User agrees to receive emails that METROPOL Grand Hotel Gelendzhik may send to the User, as well as messages (SMS) to the telephone number provided by the User.

3.6. Confirmation of Understanding

By booking Properties, the User confirms that they have fully reviewed the provisions of this Agreement and the documents referenced in Section 1.2 of this Agreement; they fully understand this Agreement, as well as the subject matter and terms of the agreement concluded with METROPOL Grand Hotel Gelendzhik ; the third parties indicated by the User have been informed of the terms of the agreement with METROPOL Grand Hotel Gelendzhik ; the third parties indicated by the User have given their consent to the User entering their personal information on the Site and subsequent processing of their personal information in the ways and for the purposes specified in the Agreement.

3.7. Accuracy of Third-Party Data

The User must provide accurate data about third parties when booking Properties on the Site.

3.8. Group Bookings

The User may have the option to book multiple rooms in a Hotel or places within a Property in a single order. If this option is available to the User, guest distribution within the order is done evenly considering the number of beds in the rooms or the Property (first on main beds, then on extra beds), unless self-distribution by the User is allowed in the Site' interface.

3.9. Cancellation and Refund Policies

Cancellation policies and refund procedures for accommodation in booked Properties are established by METROPOL Grand Hotel Gelendzhik and communicated to the User at the time of Booking. Cancellations and refunds for booked accommodations may be processed through the Site if METROPOL Grand Hotel Gelendzhik provides the technological capability to support refunds in this manner.

3.10. Online Cancellation and Refund Process

To cancel a Booking and request a refund for accommodation through the Site, the User navigates to the relevant section of the Site, enters the Booking identifier and/or other required information, and follows the steps outlined in the Site's interface for cancelling the Booking and

requesting a refund. Detailed information about cancellation options and refund processes through the Site is provided to the User in the order confirmation email.

3.11. Grounds for Refusal of Booking

The User acknowledges and unequivocally agrees that they may be denied Booking of a Property in the following cases:

Non-confirmation of payment authorization by the issuing bank or electronic payment system;

Initiation by the User of a cancellation and refund for the booked accommodation, if such initiation is permitted by the applicable Terms and Conditions and METROPOL Grand Hotel Gelendzhik ' rules;

As provided by applicable laws and rules established by METROPOL Grand Hotel Gelendzhik

4. Payment Procedure

4.1. Selection and Reservation of Property

The User selects the desired Property on the Site (location, check-in and check-out dates, number of guests, etc.). The User provides guest details (such as surname, first name, patronymic, gender, date of birth, age of children), and contact information necessary for sending the Booking confirmation (e.g., address, including email address, and mobile phone number).

By clicking the "Book" button (or similar button provided by the Site's functionality), the User confirms the correctness and completeness of the Booking data, and acknowledges reading and agreeing to this Agreement, the terms of the contract, and the documents referenced in Section 2.1.

On the next page, the User chooses a payment method (by credit card or another method offered on the Site) and confirms the Booking of the Property and payment for accommodation by clicking the "Complete Booking" button (or equivalent).

4.2. Redirect to Payment System

After completing the actions described in Section 4.1 of the Agreement, the User is redirected to the payment system page. The User is given a limited amount of time to enter payment details and complete the transaction. If the session times out, a message will appear indicating the need to restart the Property Booking procedure.

4.3. Confirmation of Payment Details

To pay for accommodation in the booked Property, the User confirms familiarity with the information about the Property and the cost of accommodation by clicking the "Pay" button (or equivalent).

4.4. Completion of Payment and Booking Confirmation

After performing the actions described in Section 4.3 of the Agreement and confirming the payment, the payment system transmits the Booking details to METROPOL Grand Hotel Gelendzhik. Within 24 hours of receiving the completed order information from the payment system, METROPOL Grand Hotel Gelendzhik confirms the Booking, at which point the contract with the User is considered concluded. The User receives a Booking confirmation at the provided email address and/or mobile phone number.

4.5. User Acknowledgment

Upon performing the actions described in Sections 4.1–4.4 of the Agreement, the User confirms that:

Information about the Property and its Booking has been fully disclosed to the User;

Before concluding the contract with METROPOL Grand Hotel Gelendzhik, the User has acquainted themselves (including, if necessary, by contacting METROPOL Grand Hotel Gelendzhik) with detailed information about the Property, hotel service rules (if a hotel services contract is being concluded), other applicable rules as indicated in the Agreement or established by applicable law or METROPOL Grand Hotel Gelendzhik; the address, full business name, operating hours, and other information about METROPOL Grand Hotel Gelendzhik; the cost of accommodation in the booked Property; the conditions for checking into the Property and for cancelling the Booking and refunding the cost of accommodation in the booked Property.

4.6. Receiving Payment and Booking Confirmations

The User accepts the payment confirmation—a letter with a copy of the Booking confirmation—which is sent to the email address provided by the User when booking the Property using the Site.

4.7. Confidentiality of Booking Details

The User is hereby notified and understands that the data included in the Booking confirmation may be used, among other things, to cancel the Booking and refund the cost of accommodation in the booked Property. Therefore, the User is strongly advised to keep such data confidential and not share it with third parties via any communication channels.

4.8. Cash Register Receipt

In cases prescribed by law, when paying online, a cash register receipt is sent to the email address provided by the User for sending the Booking confirmation as described in Section 4.1 of the Agreement. In the receipt generated during the transaction with the User, the item description for the accommodation may be labeled as "accommodation in the Property."

4.9. Partial Payment Option

The User may be offered the option to pay for accommodation in installments. When selecting this feature during the Booking process, the User is informed about the portion of the accommodation cost due at the time of Booking, as well as the portion due by the deadline set by METROPOL Grand Hotel Gelendzhik. By choosing this option, the User agrees to the partial accommodation cost and the deadline for payment, and commits to making the payment by that time. If METROPOL Grand Hotel Gelendzhik does not receive the partial payment by the specified deadline, METROPOL Grand Hotel Gelendzhik will cancel the Booking and refund the User the cost of accommodation minus any fees established by METROPOL Grand Hotel Gelendzhik for cancelling the Booking.

5. Exclusive Rights to Service Content and Materials

5.1. Ownership of Content

All items accessible through the Site, including design elements, text, graphic images, illustrations, videos, computer programs, databases, music, sounds, and other objects (hereinafter referred to as "Site Content"), as well as any content posted on the Site, are subject to exclusive rights held by METROPOL Grand Hotel Gelendzhik, Users, and other copyright holders.

5.2. Limited Use of Content

Use of content, as well as any other elements of the Site, is only possible within the functionality offered by each respective service. No element of the Site Content, nor any other content posted on the Site, may be used in any other way without prior permission from the copyright holder. This includes, but is not limited to, reproduction, copying, adaptation, distribution on any basis, display in frames, etc. Exceptions include cases expressly provided for by Russian law or the terms of use of a particular Site.

5.3. Personal Non-Commercial Use

Users may use elements of the Site Content, as well as any other content, for personal non-commercial purposes, provided that all copyright notices, related rights, trademarks, and other authorship notifications are preserved, the author's (or pseudonym) name / copyright holder's name remains unchanged, and the object itself remains intact. Exceptions include cases expressly provided for by Russian law or the user agreements of a particular Site.

6. Third-Party Site and Content

6.1. Links to External Resources

The Site may contain links to other webSite on the Internet (third-party Site). These third parties and their content are not verified by METROPOL Grand Hotel Gelendzhik for compliance with any requirements (accuracy, completeness, legality, etc.). METROPOL Grand Hotel Gelendzhik assumes no responsibility for any information, materials posted on third-party Site accessed by the User through the Site, including opinions or statements expressed on third-party Site, advertisements, etc., as well as for the availability of such Site or content and the consequences of their use by the User.

6.2. Absence of Endorsement or Recommendation

A link (in any form) to any website, product, service, or any commercial or non-commercial information posted on a site does not constitute endorsement or recommendation of said products (services, activities) by METROPOL Grand Hotel Gelendzhik except in cases where this is explicitly indicated on METROPOL Grand Hotel Gelendzhik resources.

7. Advertising on the Site

7.1. Liability for Advertising

METROPOL Grand Hotel Gelendzhik is responsible for the advertising placed by it on the Site, within the limits established by Russian law.

8. No Warranties, Limitation of Liability

8.1. Use at Your Own Risk

You use the Site at your own risk. The Site are provided "as is". METROPOL Grand Hotel Gelendzhik disclaims any liability, including whether the Site meet the needs of the User.

8.2. No Guarantees Provided

METROPOL Grand Hotel Gelendzhik makes no guarantees that:

The Site will meet/will continue to meet the User's requirements;

The Site will operate continuously, quickly, reliably, and without errors;

The quality of any product, service, information, etc., obtained through the use of the Site, will meet the expectations of the User.

8.3. No Responsibility for Accessibility of Linked Resources

METROPOL Grand Hotel Gelendzhik is not responsible for the accessibility of resources whose links are posted on the Site, including the accessibility of partner Site, as well as for the compliance of such resources with legal requirements.

8.4. No Obligation to Moderate User Content

METROPOL Grand Hotel Gelendzhik is not obliged to moderate, view, or edit information posted by Users on the Site, and cannot guarantee that the information posted by the User does not violate the terms of the Agreement, the referenced documents, or current legislation.

8.5. No Liability for Losses Incurred

METROPOL Grand Hotel Gelendzhik shall not be liable for any losses incurred as a result of the User's use of the Site or individual parts/features of the Site.

8.6. Limitation of Liability

Under any circumstances, METROPOL Grand Hotel Gelendzhik liability under Article 15 of the Civil Code of the Russian Federation is limited to 10,000 (ten thousand) rubles and applies only if there is fault on its part.

9. Other Provisions

9.1. Entire Agreement

This Agreement represents a contract between the User and METROPOL Grand Hotel Gelendzhik regarding the use of the Site and supersedes all previous agreements between the User and METROPOL Grand Hotel Gelendzhik.

9.2. Applicable Law

This Agreement is governed by and interpreted in accordance with the laws of the Russian Federation. Issues not addressed in this Agreement are resolved in accordance with the laws of the Russian Federation. All disputes arising from the relationships regulated by this Agreement are settled in accordance with the procedure established by the current legislation of the Russian Federation, pursuant to Russian law. Throughout the text of this Agreement, unless specifically stated otherwise, the term "legislation" refers to the legislation of the Russian Federation.

9.3. Application of Consumer Protection Laws

With respect to services provided under this Agreement and the Site free of charge, consumer protection laws provided for by the laws of the Russian Federation do not apply to the relationship between the User and METROPOL Grand Hotel Gelendzhik.

9.4. Nature of Legal Relationships

Nothing in this Agreement implies the establishment of agency, partnership, joint venture, employment, or any other type of relationship between the User and METROPOL Grand Hotel Gelendzhik beyond what is expressly provided for in this Agreement.

9.5. Severability

If for any reason one or more provisions of this Agreement are deemed invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions of the Agreement.

9.6. Enforcement of Rights

Any failure by METROPOL Grand Hotel Gelendzhik to take action against the User or other users for breaches of the Agreement does not deprive METROPOL Grand Hotel Gelendzhik of

the right to take appropriate action later, and does not imply waiver of METROPOL Grand Hotel Gelendzhik rights in the event of future similar or analogous breaches.

9.7. Language of the Agreement

This Agreement is drafted in Russian, and in some cases, it may be provided to the User for review in another language. In the event of discrepancies between the Russian version of the Agreement and versions in other languages, the provisions of the Russian version of this Agreement prevail.

9.8. Age and Capacity

The User confirms that he/she is capable and meets the age requirement established by the laws of the Russian Federation for transactions contemplated under this Agreement.

9.9. Prevention of Unauthorized Access

The User must take necessary and adequate precautions to prevent unauthorized access by third parties to the email inbox and/or mobile phone number provided by the User when making a Booking.

9.10. No Liability for Actions of Third Parties

METROPOL Grand Hotel Gelendzhik bears no responsibility for:

Actions of third parties involved in payments for bookings and stays;

The accuracy of the data entered by the User and the accuracy of transactions between participants in settlements (banks, mobile operators, payment agents, etc.).

9.11. Compliance with Travel Requirements

The User acknowledges and warrants that he/she is aware of and obligated to follow the requirements for travel documents, as dictated by the rules of the destination country and region; the customs and border control rules of the Russian Federation and foreign countries.

9.12. Contact Information for Claims

Any requests or claims from the User regarding Hotel Services, Accommodation Services, Website operations, and termination of contracts should be directed to the following address: 353460, Krasnodar Krai, Gelendzhik, Revolyutsionnaya St., Building 53, Premises 72, Russia, or to the email address: reservations@metghg.ru. To expedite the handling of inquiries, please provide the following information: Order number; Email address associated with the Account from which the order was placed on the Site; Phone number for urgent contact.