

Public Offer Contract

1. General Provisions

- 1.1. This document is an official offer (public offer) of the Limited Liability Company "Garden Ring" (hereinafter referred to as the "Seller") and contains all the essential conditions for purchasing the Gift Certificate of the SPA Center "Garden Ring".
- 1.2. In accordance with Clause 2 of Art. 437 of the Civil Code of the Russian Federation if the following conditions and payment for services are accepted, an individual who makes an acceptance of this offer becomes the Buyer (in accordance with Clause 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of an offer is equivalent to concluding a contract on terms and conditions stated in the offer).
- 1.3. This present public offer is published by means of posting its text on the official website <http://www.gardenringhotel.ru/spa-center.html>.
- 1.4. The Seller has the right to change the terms of this public offer unilaterally without a preliminary agreement with the Buyer providing posting of the changed terms and conditions on the website <http://www.gardenringhotel.ru/spa-center.html> for at least one day prior they are put into force.

Concepts and definitions

The Seller is Limited Liability Company "Garden Ring", 129090, Moscow, Prospect Mira, 14, bld. 2, taxpayer identification number 7702714560 (SPA Center "Garden Ring").

The Buyer is a capable private individual who paid the cost of the Gift Certificate.

The Offer is a public offer of the Seller, addressed to any private individual in order to conclude an agreement for the purchase of the Gift Certificate (hereinafter referred to as the "Contract") based on the existing conditions contained in the Contract.

Acceptance is a full and unconditional acceptance of the terms of this Contract by the Buyer.

The Gift Certificate is a paper coupon (or an electronic document) that contains a unique number and certifies the right of its owner to purchase services from the Seller in the amount equal to the nominal value of this certificate (certificate for a certain amount), or directly the treatment that is specified in the certificate (certificate for a certain treatment).

2. Procedure of the Contract Conclusion

- 2.1. The Buyer intending to purchase the Gift Certificate is considered to have concluded the Contract with the Seller and fully and unconditionally accepted all the terms of this offer after fulfillment of actions on its acceptance, that is after paying the cost of the Gift Certificate (Certificates) according to the terms of this public offer in cash to the cashier of the Seller or making a non-cash payment to the account of the Seller.
- 2.2. The selling value of the Gift Certificate equals to its nominal value (certificate for a certain amount) or the actual value of the treatment (certificate for a certain treatment) according to the SPA menu posted on the official website of the Seller www.gardenringhotel.ru/spa-center.html, at the time of the purchase of the certificate.
- 2.3. When buying the Gift Certificate in the form of a paper coupon, the nominal value of the certificate or the name of the treatment is written in a specially designated area at the time of its purchase. Each certificate is assigned a unique number.

In order to purchase the Gift Certificate in the form of an electronic document, the Buyer needs to register a "Personal Account" on the official website of the Seller www.gardenringhotel.ru/spa-center.html.

center.html or fill in the required fields of the form "Fast order" that contain information about the full name of the Buyer, his/her e-mail address and contact phone number, and also indicate the desired nominal value of the certificate or the name of the treatment in the specially designated fields.

- 2.4. After the conclusion of the Contract, the Seller must give the Gift Certificate (paper coupon) to the Buyer, or send the Gift Certificate (electronic document) to the e-mail address specified by the Buyer. In case of delivery of the Gift Certificate (paper coupon) to the Buyer by a courier this service is paid by the Buyer additionally.
- 2.5. The Seller does not check the information provided by the Buyer and does not bear any responsibility to any third parties for the accuracy and reliability of such information, and does not regard the information provided by the Buyer as personal data subject to special protection under the Federal Law of 27.07.2006. No. 152-FZ "On Personal Data". In this case, the Buyer agrees to processing and transfer of the registration data to any third party in the event that it is necessary for providing the Buyer with the Gift Certificate, as well as for informing him/her (if desired) about the services provided by the Seller.

3. Regulations on the Circulation of the Gift Certificate

- 3.1. The Gift Certificate is a paper coupon (or an electronic document) that contains a unique number and certifies the right of its owner to purchase services from the Seller in the amount equal to the nominal value of this certificate (certificate for a certain amount), or directly the treatment that is specified in the certificate (certificate for a certain treatment).
- 3.2. The Gift Certificate is valid for 3 (three) months from the date of its purchase.
The certificate shall be deemed invalid after its expiration.
- 3.3. The Gift Certificate can only be used for the treatment that is specified in it (certificate for a certain treatment), or for the provision of services specified in the SPA menu that is posted on the official website of the Seller www.gardenringhotel.ru/spa-center.html, (certificate for a certain amount).
- 3.4. The Gift Certificate is not an individual certificate and can be given to another private individual.
- 3.5. The certificate holder (the Buyer) presents the Gift Certificate to the Seller at the moment when he/she wants to make a payment for the rendered service.
- 3.6. In case the cost of the selected service is less than the value of the Gift Certificate, the remaining amount is stated in the Gift Certificate itself by a representative of the Seller. The residual value of the Gift Certificate can be used by the Buyer according to the terms and conditions of this Contract.
- 3.7. If the cost of the selected service is greater than the value of the Gift Certificate then the Buyer pays the amount of difference in any convenient way, in the same time it is also possible to sum up several Gift Certificates.
- 3.8. Discounts and promotions, announced on the website of the Seller www.gardenringhotel.ru/spa-center.html cannot be applied to the services purchased with the Gift Certificate.
- 3.9. The holder of the certificate (the Buyer) has the right to transfer its rights under the present Contract to any capable private individual by giving him/her the Gift Certificate. The person to whom the Gift Certificate was given acquires the status of the Holder with all rights and obligations arising from this Contract.
- 3.10. The Holder of the certificate (the Buyer), when giving it to another person, is obliged to familiarize the new holder with all the provisions of the Contract, including the place where to familiarize with the text of the Contract on the website www.gardenringhotel.ru/spa-center.html.

4. Refund and Exchange of the Gift Certificate

- 4.1. The terms of refund and exchange are stated on the Gift Certificate itself.
- 4.2. The Gift Certificate cannot be used to receive cash funds from the cashier of the Seller.
- 4.3. In case of loss, theft or damage, the Gift Certificate is not restored and monetary funds spent for its purchase are not returned.

5. Other Conditions

- 5.1. Returning of the cost of unsatisfactory services purchased with the Gift Certificate is carried out according to the general procedure foreseen by the current legislation of the Russian Federation.
- 5.2. The parties bear responsibility in accordance with the current legislation of the Russian Federation for failure to perform or improper performance of their duties under the present Contract.
- 5.3. Under no circumstances shall the Seller be liable to the Buyer for any indirect damages. The concept of "indirect damages" includes, but is not limited to: loss of income, profit, expected savings, business activity. Cumulative responsibility of the Seller under the present Contract is limited to reimbursement of a direct damage to the Buyer in the amount that does not exceed the amount actually paid by the Buyer for the Gift Certificate.
- 5.4. Parties are exempted from the liability for partial or complete non-execution of obligations under the Contract, if such was the result of an insurmountable force that arose after the conclusion of the Contract. Force majeure circumstances are extraordinary circumstances that are beyond the control of the Parties, and that the Party affected by them could not foresee and prevent with reasonable measures. These include fire, flood, earthquake, hurricane, epidemic, strike, military actions, prohibitive acts of authorities, technical interference with communication on the Internet and other similar circumstances. The Party referring to such circumstances is obliged to notify the other Party in the written form within seven days from the date of occurrence and to provide evidence in reasonably short term.
- 5.5. The Parties are guided by the current legislation of the Russian Federation on all issues not regulated in the text of the present Contract.
- 5.6. In case of disagreement or dispute over the matters arising or related to the implementation of this Contract, the Parties will take all possible measures to settle it by means of negotiations. In case of failure to reach agreement, disputes shall be settled in the order established by the current legislation of the Russian Federation.
- 5.7. The Contract comes into force from the moment specified in Clause 2.1. of the present Contract and is concluded for an indefinite period, but not more than the validity period of the Gift Certificate.

When paying for an order is done with a bank card, processing of the payment (including entering the card number) takes place on the protected page of the processing system that has passed international certification. This means that your confidential data (map details, registration data, etc.) do not enter the online store, their processing is completely protected and no one, including our online store, can get personal and bank data of the client.

The information security standard developed by the international payment systems Visa and MasterCard - Payment Card Industry Data Security Standard (PCI DSS) is applied when working with card data, which ensures safe processing of bank details of the card Holder. The data transfer technology that is used guarantees security of transactions with Bank cards by using TLS (Transport Layer Security), Verified by Visa, Secure Code, and closed banking networks having the highest degree of protection.

In the case of a refund, the money is returned to the same card that was used to make the payment.