

Public Offer Agreement

This Public Offer Agreement (hereinafter – “Agreement”) has been concluded by and between the Limited Liability Company “RealFly Company” (OGRN 1155048000910, INN (TIN) 5048035152, Zemskaya Str., bldg.10, of.2, Chekhov, Moscow region, 142301), hereinafter referred to as the “Company”, and any individual or legal entity, hereinafter referred to as the “Customer”, who purchases services/products of the Company online through the website <http://www.freezone.msk.ru> (hereinafter - “Website”), hereinafter jointly referred to as "Parties" and individually - “Party”, subject to the terms and conditions hereunder, posted on the website.

1. General Terms and Conditions

1.1. In accordance with Article 437 of the Civil Code of the Russian Federation, this Agreement is Public Offer Agreement. By ordering services/products online through the Company's website, the Customer confirms its full awareness of the services, the term, manner and methods of their provision, the responsibility of the Parties, and agrees to the terms of this Agreement.

1.2. Unconditional full acceptance of this Agreement shall be considered filling in an online booking form for purchase of services/products by the Customer and affixing the corresponding mark for the final confirmation of agreement with all the terms and conditions of this Agreement in the "I accept the terms and conditions of the Public Offer Agreement" line. Customer has no right to use the services/products of the Company without accepting the offer.

1.3. This Agreement shall be considered concluded from the execution of the above actions by the Customer in accordance with the terms and conditions hereunder, shall not require a signature, shall be valid in electronic form, and equivalent to a written document. The conclusion of this Agreement shall mean that the Customer to the required extent has read and agreed to the terms and conditions of the purchase and receipt of services/products provided by the Company.

By accepting an offer, the Customer confirms its legal personality and accepts liability for the obligations taken under this Agreement.

1.4. The company has the right to change and/or amend this Agreement unilaterally without any special notice to the Customer. This Agreement is an open and public document. The current version of the Agreement is available on the Internet at: <http://www.freezone.net>. The Customer shall individually monitor changes in the Agreement, without any notices from the Company of amendments to the terms and conditions of this Agreement. When making a new order, the Customer shall review this Agreement for amendments thereto. Changes shall take effect at the time of their posting on the Company's website <http://www.freezone.net> and at the same time become binding for the Customer.

2. Terms and Definitions

2.1. For purposes of this Agreement the following terms and definitions shall be understood to mean as follows:

“Company” – “RealFly Company” LLC (OGRN 1155048000910, INN (TIN) 5048035152, Zemskaya Str., bldg.10, of.2, Chekhov, Moscow region, 142301);

“Freezone” Aerodynamic complex” – a group of facilities (or parts thereof) for the main sports and entertainment activities and auxiliary facilities for energy, transport and storage, communications, intrasite utilities, and other facilities, which operation provides the conditions for the functioning of the free-fall simulating aerodynamic tunnel “Freezone”.

“Customer” – an adult and capable citizen who, in accordance with the terms and conditions hereof, has purchased services/products for using the simulating aerodynamic tunnel “Freezone” for personal, family, professional sport and other activities, including in favor of a third party – a minor under 18 years old, but not less than 4 years old (only in case of presence at the time of service rendering by the representative).

The Customer of sport category is a parachutist having a log book, as well as an amateur having completed flight training in the aerodynamic tunnel and having not less than 30 minutes of individual flying time with an instructor.

“Public Offer Agreement” – an agreement for acquisition of services/goods by the Customer at prices in the range and under the terms and conditions specified on the website of the Company, concluded by and between the Company and the Customer through the acceptance of this public offer made by the Customer by making payment.

“Company’s Website” – a set of Internet hosted pages of common theme, design and domain address space <http://www.freezone.net>

“Manifest” – an organizational unit of the Company, which personnel provides information support and services to the Customers and holders of gift certificates for all matters related to the purchase and receipt of services/products. The Customer may contact the administrator of the manifest by phone +74951800018 or email freezone.truba@gmail.com. Manifest hours: daily from 9:00 to 21:00

“Services/Products” – the entire range of services and products presented on the Company's website. The Services include:

- flight time booking;
- pre-flight briefing;
- special outfit rental during the flight;
- provision of one-time outfit items during the flight;
- attendance, support and assistance of the qualified instructors during the flight;

- flight in the free-fall simulating aerodynamic tunnel.

“Online service/purchase” – the process of buying/booking the Flight time or Certificate on the Company's website.

“Booking” – an independent paid service for the online purchase order of services/products, using 1C-Bitrix software product or by Company’s phone, for the provision of the Customers with pre-emptive rights to acquire the agreed time of flight, with the obligation of the Company not to provide the service to other persons within a certain time period. The booked time of service delivery is the time of the flight in the simulating aerodynamic tunnel and does not include the time of pre-flight briefing.

“Billing” – calculation of the cost of services/goods in Russian rubles.

“Contractual Payment” – payment for purchase of services/products. All payments hereunder shall be made in Russian rubles.

“Flight time” – time of flight in the simulating aerodynamic tunnel in minutes, purchased by the Customer and limited to the time of use in accordance with this Agreement.

“Flight Session” – the time intervals, which the flight time is divided into. In between the flight sessions the Customer passes from the flight zone of the aerodynamic tunnel to the pre-flight zone. Either the flight time paid by the Customer, or flight time specified in the certificate is the net flight time in the simulating aerodynamic tunnel and does not include the intervals between the flight sessions.

“Gift Certificate” (the Certificate) – the document confirming the Customer's right to the services within one calendar month from the date of purchase made either personally or through the Company's website. The Certificate contains the following details: the certificate code, the surname, name, patronymic of the Customer having paid for the certificate, the tunnel size (small, large), flight time in the simulating aerodynamic tunnel in minutes, and the date and time of the certificate purchase, the surname, name, patronymic of the person who will receive the right to these services in case of buying the certificate for third parties. The certificate is neither a security, nor subject to return or exchange for cash, and is intended solely to provide the services/products.

“Gift Certificate Holder” – an individual having submitted the gift certificate to the Company. By receiving services/products under the gift certificate, the gift certificate holder agrees to all the terms and conditions of this Agreement.

“Partner” – a legal entity or individual entrepreneur having entered into services/products agreement with the Company.

“Partner’s Outlets” – store, online store, and other platforms, where the Customer can get services/products of the Company.

“Personal Account” – Customer’s personal space on the Company's website for services/products booking and payment.

3. Subject of Agreement

3.1. The Company undertakes to provide the Client with services/products in the free-fall simulating aerodynamic tunnel “Freezone” subject to the terms and conditions hereunder, and the Customer undertakes to pay for the purchase of services/products as set forth herein.

4. Rights and Obligations of the Parties

4.1. The Company undertakes to:

4.1.1. Ensure monitoring of compliance with safety rules, the required level of qualification and training of personnel of the Company, and maintenance of the equipment and inventory in proper condition;

4.1.2. Ensure timely and quality provision of services/products to the Customer in the territory of the aerodynamic complex “Freezone” in accordance with applicable legislation of the Russian Federation, regulations and rules of operation, in accordance with the terms and conditions of this Agreement.

4.1.3. Provide conditions for systematic training, the development of evidence-based techniques, programmes and technologies of physical education, sports training and their application for both the Customers and the Company's personnel.

4.1.4. Not to disclose information received from the Customer, except where it is necessary to fulfill the obligations to the Customer and on the basis of contracts with Partners, agents and third parties.

4.1.5. Notify the Customer and the accompanying persons coming to the territory of the aerodynamic complex “Freezone” of necessity to follow safety rules.

4.1.6. Provide from time to time the relevant information about services/products, their cost, conditions and procedure of acquisition valid on the date of the respective Customer's request.

4.1.7. Provide organizational support directly for the training process and/or monitoring of compliance with safety rules.

4.1.8. Ensure operation of the services/products on-line booking and online payment system based on 1C-Bitrix software product.

4.1.9. Ensure the full and quality provision of services and sale of products to the Customer, subject to the advanced payment for services/products by the Client in the amount of 100%.

4.1.10. Timely deliver to the Customer the document confirming the payment of services/products (sales receipt).

4.1.11. In case of arrival of the amateur Customer to the territory of the complex less than 40 minutes before the booked time, and in the case of arrival of the Customer-athlete to the territory of the complex later than the booked flight time, postpone the booking to a later time within the same day without changing the cost of time paid, and only if there is free time in the schedule. The Company does not guarantee the availability of alternative free time.

4.1.12. On the Customer's request, provide on a one-time basis the transfer of the paid booked flight time to a later date within 14 working days, subject to reimbursement of the difference between the tariffs.

4.1.13. Ensure timely reception of payment for services/products and refund in accordance with the billing and the price list approved by the General Director of the Company in Russian rubles. In case of currency mismatch, the calculated cost of services/products shall be converted into the currency of the Customer's bank account at the rate of the issuing bank.

4.1.14. Ensure the sale of flight time for Customers-athletes in blocks of fifteen (15), thirty (30), sixty (60) minutes or more. This time may be distributed among several athletes.

4.1.15. Ensure operation of the CCTV system in the territory of the aerodynamic complex "Freezone".

4.2. The Company **has the right to:**

4.2.1. Keep out from flying:

- children under 4 (four) years old;
- people weighing more than 120 (one hundred and twenty) kg;
- people under the influence of alcohol or drugs;
- people with injured shoulder joint, back, neck; with cardiovascular diseases;
- pregnant women.

4.2.2. Entrust the Company's instructor, ensuring flight safety, with the task to control the change of airflow during flights, to determine the number of athletes, simultaneously flying in the flight area, and the types of elements and exercises permitted for the Customers-athletes, in case of refusal of services of the Company's staff instructor (trainer), during the performance of solo flights, or with the assistance of an instructor-trainer other than a regular employee of the Company.

4.2.3. Claim reimbursement of the difference between the tariffs in case of one-time transfer by the Customer of the paid booked flight time to a later date within 14 working days.

4.2.4. Compensate for actually incurred costs of flight organization from funds deposited by the Customer, in case of the Customer's failure to comply with the period of the Company's notice of the booking cancellation in the amount of 100% of the cost of services.

4.2.5. Provide no services/products in case of the Customer's failure to comply with the safety rules of the complex.

4.2.6. Make a decision about booking without advance payment or with partial advance payment for certain categories of Customers, including administrators, staff, and camp organizers.

4.2.7. Refuse to provide services/goods to the gift certificate holder, if this contravenes the law.

4.2.8. Invite and carry out the accreditation of photographers and cameramen for photo and video shootings on the territory of the aerodynamic complex "Freezone", to use the photo and video footage within the informational work of the complex, including for the purpose of advertising promotion of services/products.

4.3. The Customer **undertakes to:**

4.3.1. Complete and send the booking form for execution in the manner and within the terms set forth herein.

4.3.2. Pay for the services/products provided by the Company in the manner and within the terms set forth herein in the amount of 100%.

4.3.3. Come to the territory of the complex in advance, no later than 40 minutes before the booked time, if the Customer has no status of an athlete.

4.3.4. Confirm the identity of the person to fly by presenting a passport or driver's license of the person the Manifest administrator. In case of a minor, the identity of the child, as well as the identity of its legal representative (the actual guardian) must be confirmed.

4.3.5. Upon arrival to the complex, complete a flight application form (a consent form), undergo briefing and be made aware of the safety rules, and put signature in whiteness of familiarization with these terms and conditions of the agreement. In case of refusal of completing and signing the flight application form, the Customer is not allowed to fly, and the funds paid are not subject to refund.

4.3.6. In case of damage of the equipment provided to the Customer during the flight, reimburse its cost in full.

4.3.7. Notify the Company's duty instructors of the planned flight types and the Customer's experience in the status of the athlete, in case of refusal of services of the Company's staff instructor (trainer), during the performance of solo flights, or with the assistance of an instructor-trainer other than a regular employee of the Company.

4.3.8. Notify the Company by e-mail freezone.truba@gmail.com or by phone +7 495 180 00 18 not later than 48 hours before the booked flight time in case of booking cancellation. The booking is considered cancelled only if the Company receives confirmation of the **cancellation** from the

Customer. In case of the Customer's failure to comply with the notification period, the Company shall compensate for actually incurred costs of flight organization from funds deposited by the Customer.

4.3.9. Notify the Company by e-mail freezone.truba@gmail.com or by phone +7 495 180 00 18 not later than 24 hours before the booked flight time in case of booking **transfer**.

4.3.10. Not to come to the aerodynamic complex "Freezone" under alcohol and drug influence.

4.3.11. Smoke on the territory of the aerodynamic complex "Freezone" only in specially designated areas.

4.3.12. Not to bring animals to the territory of the aerodynamic complex "Freezone".

4.4. The Customer has the right to:

4.4.1. Amateur Customers, registered for the same time period and waiting for their turn at the gateway of the aerodynamic tunnel, have the right to fly in turn by sessions of 1 minute, 1.5 minutes, 2 minutes, 2.5 minutes, and 3 minutes.

4.4.2. Make a booking on the Company's website in accordance with the instructions.

4.4.3. Transfer a gift certificate purchased from the Company to a third party. In this case the Company shall fulfill its obligations under the terms and conditions of the Certificate in respect of the holder of this Certificate.

4.4.4. Indicate at registration on the Company's website one of the ways to receive a gift certificate:

– in electronic form to the email address specified by the Customer upon registration on the Company's website;

– by courier, if the delivery address is included in the list of the delivery addresses served by the Company;

– At the indicated pick-up point.

4.4.5. Take free-for-profit amateur photos and videos on the premises of the aerodynamic complex "Freezone", intended for visitors.

4.4.6. Customers and the accompanying persons, whose images are present in the captured photos and video materials of the Company, in case of objections to the presence of their images and the images of their minor children in the information materials of the complex, have the right to apply to the administration of complex by e-mail freezone.truba@gmail.com for exclusion of their images from the attached screenshots or photos of the respective information material of the Company, as well as the identity document of the Customer, and a minor in ward.

5. Prices and settlement procedure / Order procedure on the Company's website:

5.1. The Customer shall place a service order either on the Company's website or independently in accordance with the terms and conditions of this Agreement.

5.2. After accepting the terms and conditions of this Agreement, the time booking and service payment by the Customer, the system notifies of the formed booking with indication of the flight date.

5.3. Online payment for booking can be made with VISA International and MasterCard bank credit cards.

5.4. Billing (cost calculation) of service is made in Russian rubles. All payments under this Agreement shall be made in Russian rubles.

5.5. Information about service payment is available on Company's website at <http://www.freezezone.net> or through Manifest +7 495 180 00 18. Email: freezezone.truba@gmail.com

5.6. Payment for the Contractor's services under this Agreement shall be effected by the transfer of funds in the manner specified on the website, in the form of 100% advance payment of the ordered services according to the prices posted on the Company's website.

5.7. In case of the need to change the submitted and paid booking, the Customer shall make changes either individually on the website or through the Manifest.

5.8. After receiving confirmation of purchase, namely the confirmation from the processing center of debiting from the Customer's bank card, the payment shall be considered made.

5.9. Refund shall be carried out at the request of the Customer through a personal account on the website or through the Manifest. Refund on gift certificates, standard bookings and from deposits made by transfer of funds to a Customer's bank card or deposit in the personal account of the Customer shall be in accordance with the applicable restrictions and rules of these systems.

5.10. Booking made with the use of the Certificate shall be valid until the certificate expiration. The certificate is valid for 6 (six) months. In case of expiry of the Certificate, the Customer (certificate holder) can use it only after making additional payment to the Company in the amount of 10% of the certificate cost.

6. Liability of the Parties

6.1. The Company shall be liable for providing services/products to the Customer in adequate quality, in accordance with the terms and conditions of this Agreement.

6.2. The **Company** shall not be liable in case of:

6.2.1. Failure of the Customer or accompanying persons to comply with safety rules;

6.2.2. Improper booking by the Customer, loss of and failure to use the certificate in the prescribed time period. Lost certificates are non-reimbursable.

6.2.3. Unlawful acts and omissions performed by the Customer or accompanying persons, which result in a situation of impossibility for the Company to perform its obligations;

6.2.4. Leaving the minors of the Customer or accompanying persons unattended;

6.2.5. Leaving personal belongings of the Customer unattended on the territory of the aerodynamic complex "Freezone", including the premises leased to third parties;

6.2.6. Changes in the schedule of the aerodynamic complex "Freezone" for reasons beyond the Company's control;

6.2.7. Failure to fulfill the obligations by third parties, which affect the qualitative performance of the Company's obligations;

6.2.8. Complete or partial inoperability of the online booking system and/or its components, as well as the Customer's inability to access the system. The Company shall not be liable for the content and functioning of external sites.

6.2.9. Failure of the Customer to comply with reliability of the information provided at time of booking;

6.2.10. Wrongful acts or omissions of the Partners, in which case the Company does not cover losses, is not responsible and cannot act as a defendant in a court.

6.2.11. The Company shall not be liable for the quality, manner and terms of provision of services/products by the Partners. All claims shall be sent directly to the Partners in accordance with the applicable legislation of the Russian Federation.

6.2.12. The Company shall not be liable for wrong choice of services/products booked by the Customer on the Company's website.

6.2.13. The Company has the right to make changes in all prices, working hours, as well as peak and off-peak hours without prior notification. Possible changes will not apply to the pre-paid flight time.

6.3. Liability of the Customer

6.3.1. The Customer shall be liable for the completeness and accuracy of the personal information provided to the Company.

6.3.2. The Customer shall be liable for the compliance with safety regulations and the implementation of all instructions given by an instructor of the aerodynamic complex "Freezone", according to the responsibilities assumed, in accordance with this Agreement.

7. Miscellaneous

7.1. This Agreement takes precedence over any other documents published on the Company's website.

7.2. Should any condition of this Agreement be invalid or unenforceable under applicable law, all other conditions shall remain in effect, and the invalid or unenforceable condition shall be deemed superseded by a relevant valid, enforceable one of the applicable legislation, which most closely matches the intent of the original condition.

7.3. The Parties shall endeavor to resolve by way of negotiation any disputes and disagreements that may arise during the fulfillment of the terms and conditions hereof. Should the Parties fail to settle the disputes by negotiations, the case shall be submitted to a court of general jurisdiction.

8. Details of the Parties

Limited Liability Company “RealFly Company”

OGRN 1155048000910, INN (TIN) 5048035152

Zemskaya Str., bldg.10, of.2, Chekhov, Moscow region, 142301

9. Contact Information.

Address of aerodynamic complex “Freezone”: 59th km of Simferopolskoe highway, Chekhovsky district, Moscow region, Russia. Tel.: +7 495 180 00 18. Email: freezone.truba@gmail.com.