

GENERAL TERMS AND CONDITIONS OF THE TOUR OPERATOR EXCLUSIVE TOURS S.R.O.

Dear customer,

We are very pleased that you have chosen luxury travel services provided by us, the tour operator Exclusive Tours s.r.o., seated at Václavské nám. 47, 110 00 Prague 1, ID 27927202, registered in the Commercial Register maintained by the Municipal Court in Prague, file C 127039 (hereinafter referred to as "**we**" or the "**Tour Operator**"), and we hope that the services we provide will be a unique experience for you.

These are the general terms and conditions for tours and other tourism services organized by the Tour Operator (hereinafter referred to as the "**General Terms and Conditions**" or the "**GTC**") which relate to a tour purchased from the Tour Operator on the basis of a tour contract concluded by the Tour Operator with you as a customer, and these General Terms and Conditions also relate to a contract for the provision of other services concluded by the Tour Operator with you as a customer (hereinafter referred to as the "**contract**"). These General Terms and Conditions form part of the contract and, together with the contract, govern our contractual relationship. In the General Terms and Conditions you will find answers to basic questions related to your tour or any other service you have ordered.

1. Where can I find more information about the tour or other services ordered?

All information you need to know about your tour or other services ordered is contained in the contract and these General Terms and Conditions. The general legal framework is the applicable legislation of the Czech Republic. If a written contract has not been concluded with you regarding the tour, you will find necessary details of the tour in the text confirmation of the tour delivered to you after you accepted the tour offer we had prepared for you. Detailed information, more accurate details of the tour and necessary documents and vouchers, which are important for you and which are not included in the contract or in the confirmation of the tour, will be delivered to you at least 7 days before the start of the tour or directly at the conclusion of the contract if this was concluded within a shorter period. If you have any questions about your tour or if any information is unclear, do not hesitate to contact our team of experienced travel designers who will be happy to answer your questions.

2. From what moment am I bound by a tour contract or contract for the provision of other services?

The contract is effective from the moment of its conclusion; from that moment we and you are bound by the contract. The contract may be concluded in writing, including by means of electronic communication (especially e-mail), by telephone communication, as well as by other means (implicitly).

The contract is concluded and is binding from the moment of your acceptance of our offer (i.e. the offer of a tour or other service) within the period specified in the offer. If the offer is accepted after the deadline specified therein, the contract is concluded only if we inform you that we nevertheless consider the acceptance of the offer timely.

After concluding the tour contract, we will immediately send you a tour confirmation summarizing the basic conditions of the tour. Together with the tour confirmation or with the tour contract if the tour confirmation is not issued, we will provide you with a proof of bankruptcy insurance issued by the insurer.

Furthermore, after concluding the contract, we will also send you documents with details for the payment of an advance on the price of the tour or other ordered services.

By accepting our offer, you confirm that you have become familiar with these GTC and all conditions of the tour or other service prior to entering into the contract. As your confirmation of your familiarity with these GTC and all conditions of the tour or other service, we also consider the payment of an advance on the price of the ordered tour or service.

We may revoke an offer of a tour or other service at the latest until you tell us that you accept the offer. Of course, we would only take this step if, for consequential reasons beyond our control, we were not able to guarantee the fulfilment of our offer.

3. How much will I pay for a tour or other service?

The total price for the services or, as the case may be, the tour ordered by you is stated in the contract or in the tour confirmation if issued.

However, the price does not include, in particular, the costs mentioned in point 17 of the tour contract or in the tour confirmation. The price does not include travel insurance or travel cancellation and interruption insurance, unless expressly stated otherwise in the contract.

4. When do I have to pay for the tour or other service?

The price of the tour or other services ordered must be paid as follows:

- a. **50% no later than 5 days from the date of conclusion of the contract;**
- b. **50% no later than 30 days before the start of the tour or before the date of use of another ordered service.**

If different payment terms are agreed in the contract, the payment terms specified in the contract take precedence over the payment terms specified in these GTC.

If you do not pay the price or part thereof in a due and timely manner, we may withdraw from the contract, in which case you are obliged to pay us compensation (cancellation fee) according to the relevant provisions contained in the contract or in Article 7 of these GTC.

All ordered services must be paid for before the start of their provision. Otherwise, we have the right to wait until the moment of payment to provide the service and/or to withdraw from the contract and demand compensation (cancellation fee) according to the relevant provisions contained in the contract or in Article 7 of these GTC.

Payment means crediting the relevant bank account of the Tour Operator with the relevant amount.

5. What are my rights and obligations?

Our goal is to make the holiday we arrange for you an extraordinary experience. For this reason, we strive to inform you as much as possible about your rights and clearly state your obligations.

Your basic rights include:

- a. the right to the proper provision of contractually agreed services;
- b. the right to be informed of all facts known to us concerning the contractually agreed services, including information on the contact person who will help you in difficulty;
- c. the right to be informed of any changes in the scope of the agreed services and price changes;
- d. the right to withdraw from the contract at any time before the start of the tour or the use of individual services under the agreed conditions;
- e. the right to file a complaint about defects and to have it settled (more information regarding complaints is contained in Article 8 of these GTC);
- f. the right to assign the contract to a third party if the third party meets the conditions for participation in the tour or the conditions for using the relevant service. The change in the person of the customer is effective towards us if you notify us thereof in a timely manner in text form and, at the same time, deliver to us the written consent of the third party that he/she agrees with the concluded contract and that he/she meets the conditions of participation in the tour or use of another service. The assignment notice must be delivered to the address of our registered office at least 7 days before the start of the tour or the use of other service. In the event of such a change, we are entitled to demand payment of the actual costs associated with the assignment of the contract to a third party. However, it should be noted that the assignment of the contract is not possible in some cases – especially in cases where the service provided by third parties is linked to a specific person – especially in the case of air tickets and the like.

Your basic obligations include:

- a. the obligation to provide us with the assistance we need to properly secure the tour and other services, in particular to state truthfully and completely the details required in the contract, to inform us immediately of any changes thereto, and to provide us with the documents necessary to apply for visas if we assist you in securing visas at your request;
- b. the obligation to secure that persons under the age of 15 years are accompanied and supervised by an adult participant, and mutatis mutandis to secure that persons whose health so requires are accompanied and supervised;
- c. the obligation to submit the consent of a statutory representative in the event that the customer intending to conclude the contract does not have full legal capacity;
- d. the obligation to take over from us the documents necessary for the use of services and to arrive at the specified place (place of meeting, departure, etc.) with all the required documents at the specified time;
- e. the obligation to carry with you all documents required to enter the respective countries of stay and transit (valid travel document, visa, proof of health insurance, proof of vaccination, etc.);
- f. the obligation to comply with vaccination or other health-related duties when travelling to countries for which such duties are laid down by international or local health regulations;

- g. the obligation to follow the instructions of the tour guide or other person designated by us, to adapt to the program set, and to comply with the regulations applicable in the country visited, including those of the carriers and accommodation providers;
- h. the obligation to act in such a way as to avoid personal injury or property damage to the detriment of third parties or the Tour Operator and, if you cause such damage, to compensate for such damage;
- i. to ensure the timely and proper making of any claims against us and all service providers pursuant to Article 8 of these GTC.

6. If the terms and conditions of the tour or other service ordered change after the conclusion of the contract, how will this affect me?

If we have to change the terms and conditions of the tour prior to the start of the tour, which will not constitute a significant change in the contract, we will inform you immediately. However, if we have to make significant changes to the main elements of the tour prior to the start of the tour due to external circumstances, or if we are unable to meet your special requirements that we have accepted, we will inform you immediately and propose a change to the contract.

If you do not agree with the proposed significant changes, you have the right to withdraw from the contract within 5 days of receipt of the proposal of changes and we will refund the aggregate price or advance paid. If we do not receive your timely withdrawal notice, we will assume that you accept the proposed changes.

If you withdraw from the contract for this reason, or if the tour is cancelled for any reason other than breach of your obligation, we will offer you an alternative tour overall at least equivalent to what was originally agreed.

We will endeavor to provide you with alternative terms and conditions of the tour or a new tour that matches your requirements and expectations as much as possible, and will present you with a draft contract.

If we agree on an alternative tour that is of a higher quality than the originally agreed tour, we will not charge you the difference in price. If the alternative tour is of a lower quality than the original tour, we will refund the difference in price.

If during the tour or the use of other services we are unable to provide some of the services you have purchased or if we have to modify the tour program or its terms and conditions, we will make every effort and make such arrangements to allow the tour to continue, in particular by providing an alternative program and services to the extent and quality identical to or close to the program and services agreed in the contract so as to achieve your satisfaction and meet your expectations that you could reasonably expect from the tour under the contract. If you receive a lower quality service as a result of the change, we will refund the difference in price. Alternatively, we can arrange for the funds paid by you to be used to pay for other tours or services we will provide for you.

In the event that, between (i) the conclusion of a contract for the provision of a service other than a tour and (ii) the reservation of the service by us with our supplier, the price of the relevant service is increased by our suppliers (in particular carriers, accommodation providers and the like) by more than 15% compared to the price valid with the supplier on the date of conclusion of the relevant contract, we have the right to ask you to accept an appropriate change to the contract, or we are entitled to withdraw from such contract.

7. When and under what conditions may I withdraw from the contract?

Although we believe that after the contract is concluded, everything will develop for you to make the most of the services we provide, there may be situations where one of the parties is forced to withdraw from the contract. Even in such cases, we will try to find a satisfactory solution for you.

If we do not agree on another solution and you withdraw from the contract for a reason other than the fact that unavoidable and extraordinary circumstances have occurred at the travel destination or its immediate surroundings which have a significant impact on the provision of the tour or on the transport to the destination of the travel or stay, you will pay us compensation (cancellation fee) in the following amount:

- a. in the case of withdrawal 30 days or more before the start of the tour: the actual costs incurred, but not less than 30% of the aggregate price of the services;
- b. in the case of withdrawal between the 29th and 8th day before the start of the tour: the actual costs incurred, but not less than 50% of the aggregate price of the services;
- c. in the case of withdrawal 7 days or less before the start of the tour: the actual costs incurred, but not less than 100% of the aggregate price of the services.

You will pay us the same amount of compensation (cancellation fee) as stated above in points a. to c. of this article of the GTC in the event that we withdraw from the contract for a tour or for the provision of other service due to your failure to comply with your obligations.

You will also pay us the same amount of compensation (cancellation fee) as stated above in points a. to c. of this article of the GTC if you withdraw from the contract for the provision of a service other than a tour.

The determination of the amount of compensation (cancellation fee) and its due date agreed in the contract takes precedence over the conditions specified in these GTC.

The actual costs incurred include, in particular, the costs that we are obliged to incur in relation to suppliers of various services (accommodation providers, carriers, etc.) and the costs of the activities carried out by us.

Withdrawal from the contract is effective from the moment when the withdrawal notice is received. If you do not start the tour or do not use other services provided by us and agreed in the contract for reasons on your part without prior withdrawal, e.g. because you do not have the necessary documents or do not meet other conditions for using the service, you are still obliged to pay us 100% of the price of the tour or ordered services.

If you have not been offered an alternative tour in cases where you are entitled to it, you are not obliged to pay us compensation.

If any circumstances arise whose origin, course and, where applicable, consequence are not the fault of the Tour Operator (including force majeure), or any circumstances arise on your part, on the basis of which you do not use the ordered services in whole or in part, you will not be entitled to a refund of the agreed price or to a discount on the agreed price or to a reduction of the cancellation fee.

8. When and under what conditions do I have the right to file a complaint about a tour or other service?

Although we strive to fulfil your expectations as much as possible, it may happen that a tour or other service will have such characteristics that your expectations will not be met. If your expectations are not reasonably met because the tour or other service does not have the characteristics of which we have assured you or which you reasonably expected due to the offer and customs, we will do our best to remedy such situation.

You must file a complaint about the defect of the tour, i.e. the provision of a tourism service contrary to the contract, or about the defect of another service, with the Tour Operator without undue delay, directly at the address of the registered office of the Tour Operator or at least by e-mail sent to info@exclusivetours.com, or directly in the hands of our employee participating in the tour or in the provision of the service. In the event that a representative of the Tour Operator does not participate in the use of services, file a complaint immediately directly with the supplier of the defective service and at the same time inform us about the complaint immediately to the above e-mail address. You may file a complaint only regarding the services agreed in the contract.

In order to process the complaint as quickly as possible, we need your assistance. When filing a complaint, please provide the necessary information (especially your data and a description of the discovered defect), submit documents proving the defects, allow access to the premises that are the subject of the complaint, specify your demands in terms of reason and amount, and specify a reasonable period for removing the defect, etc.

If the complaint is not filed immediately after the defect may have been discovered, we are not obliged to comply with your complaint.

We will settle the complaint, including the removal of the defect, without undue delay, no later than 30 days after the complaint is filed, unless we agree on a longer period or there are other justified circumstances for extending the period.

What other specific rights do I have if I file a complaint about the tour?

In the event of a non-material defect of the tour that is not rectified even within a reasonable period, you have the right to rectify it yourself and will be reimbursed for the necessary costs. There is no need to specify a reasonable period of time for rectification in the event of refusal of rectification by us or if immediate rectification is required. At the same time, we will give you a discount on the price of the tour appropriate to the extent and duration of the defect.

In the event that there are material defects of the tour, we will offer you a suitable alternative solution without undue delay, preferably of an equal or higher quality than that agreed in the contract, so that the tour can continue. If the proposed alternative solution is of a lower quality than that specified in the contract, we will give you a reasonable discount corresponding to the difference in price.

If we fail to remove the material defect of the tour even within a reasonable period of time, or if you reject our proposed alternative solution to the material defect because it is not comparable to what was agreed in the contract or because the proposed discount is not appropriate, you have the right to withdraw from the contract without paying compensation (cancellation fee). In such case, we will arrange for you to be transported to your place of departure or to another place agreed upon between us without undue delay and at no additional cost. In the event that the contract is withdrawn for the above reasons in a situation where part of the tour has already been used without any material defects, it is possible to withdraw only in relation to the unused part of the tour.

If, due to unavoidable and exceptional circumstances, your return cannot be arranged in accordance with the contract, we will bear the costs necessary for your accommodation, preferably in an equivalent category, for a maximum of three nights, unless a longer period is prescribed by law.

What other specific rights do I have if I file a complaint about another service (not a tour)

In the event of a non-material defect of the service that is not rectified even within a reasonable period, you have the right to rectify it yourself and will be reimbursed for the necessary costs. There is no need to specify a reasonable period of time for rectification in the event of refusal of rectification by us or if immediate rectification is required. At the same time, we will give you a discount on the price of the service appropriate to the extent and duration of the defect.

In the event that there are material defects of the service, we will offer you a suitable alternative solution without undue delay, preferably of an equal or higher quality than that agreed in the contract, so that the use of the service can continue. If the proposed alternative solution is of a lower quality than that specified in the contract, we will give you a reasonable discount corresponding to the difference in price.

If we fail to remove the material defect of the service even within a reasonable period of time, or if you reject our proposed alternative solution to the material defect because it is not comparable to what was agreed in the contract or because the proposed discount is not appropriate, you have the right to withdraw from the contract without paying compensation (cancellation fee). In the event that the contract is withdrawn for the above reasons in a situation where part of the service has already been used without any material defects, it is possible to withdraw only in relation to the unused part of the service.

9. Is the liability of the Tour Operator limited? May I exercise my rights related to the use of certain services with other entities as well?

If an international convention by which the Czech Republic is bound allows a limitation on the amount of compensation for damage incurred due to a breach of the Tour Operator's obligations under the contract, the Tour Operator pays damages up to a maximum of this limitation; the same applies where other applicable legal regulations allow a limitation on the amount of damages. In particular but not exclusively, the liability of the Tour Operator is limited under the Convention for the Unification of Certain Rules Relating to International Carriage by Air of 28 May 1999, Communication of the Ministry of Foreign Affairs No. 123/2003 of the Collection of International Conventions.

The liability of the Tour Operator to pay damages is limited to three times the total price of the tour, except for intentionally caused damage or personal injury.

In the event of denied boarding, downgraded class, cancellation or long delay of flights covered by Regulation (EC) No 261/2004 of 11 February 2004, compensation for denied boarding, downgraded class, cancellation or long delay of flights will be governed by this Regulation. Compensation under this Regulation is requested primarily through filing a complaint with the relevant air carrier using a form prepared by the European Commission. Our staff will be happy to assist you in making such compensation claims, so please do not hesitate to contact them in time.

10. When and why should I insure myself?

Although we believe that tours and other services will take place without complications, unforeseen situations may arise. If you find yourself in difficulty during a tour or use of other services, we will do our best to assist you without delay.

In order to limit unexpected expenses, which in some cases may be very high (e.g. medical expenses in the event of illness or injury), we recommend that you take out insurance against unexpected events and insurance in case you incur costs in connection with the withdrawal from the contract as early as before commencing the tour or using other services (preferably at the conclusion of the contract itself).

Unless otherwise agreed in the contract, none of your insurance is included in the price of tours or other services ordered. Upon your request, we will be happy to arrange such insurance for you upon conclusion of the contract.

If you do not take out insurance through us or do not insure yourself individually, you acknowledge that you are fully responsible for the costs and risks involved.

As a matter of course, the Tour Operator has a proper bankruptcy insurance, which is confirmed by the proof of insurance that we handed over to you along with the tour confirmation.

11. Will you process my personal data?

Your personal data will be processed for the reasons and in the manner specified in the document Information on the Processing of Personal Data that you received together with the contract (or tour confirmation) and these GTC.

12. What rules apply when I get a financial voucher?

If you are interested, we will be happy to issue you a voucher for future use of our services at a value agreed upon between us. The rules governing the purchase of a financial voucher and its redemption are set out in the separate Terms and Conditions for Financial Vouchers issued by the Tour Operator.

13. What else do I need to know?

The contractual relationship between the Tour Operator and you is governed primarily by the contract concluded. Any matters not covered by the contract are governed by these GTC. The general framework for our legal relationship is the applicable legislation of the Czech Republic, in particular the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

These General Terms and Conditions also apply mutatis mutandis to tourism services provided by us which do not fulfil the characteristics of a tour. However, in the event that any express provisions are set out in these GTC for services other than a tour, such express provisions relating to services other than a tour apply to other services.

Our goal is to make you satisfied as much as possible with the tour we prepare for you, and to secure that the tour meets your expectations and is an unusual experience for you. To this end, we will endeavor to settle any disputes by agreement with you. If we still fail to settle the dispute amicably, any dispute may be submitted to the competent general court of the Czech Republic for a decision.

If a consumer dispute arises between us under a contract that cannot be resolved by mutual agreement, you may file a motion for out-of-court settlement of such a dispute with the designated entity for out-of-court settlement of consumer disputes, which in the event of a dispute between you as a consumer and the Tour Operator is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, at Štěpánská 44, 120 00 Prague 2, e-mail: adr@coi.cz, website: www.coi.cz. As a matter of course, this does not affect your right to apply to the competent court.

These General Terms and Conditions are effective from 1 April 2023.