Public Offer Agreement

Traveler Club LLC General Terms and Conditions (public offer)

1. Scope and Application

1.1. These General Terms and Conditions ("Terms") govern the relationship between Traveler Club LLC, a company incorporated under the laws of the Republic of Armenia (registration number 282.110.943349, tax identification number (TIN) 00902564, registered office: 66 Barbusse St., unit 42, Yerevan 0028, Armenia) (the "Agency"), and any individual or legal entity requesting or purchasing travel-related services through the Agency (the "Client").

1.2. These Terms apply to bookings and arrangements made by the Agency in respect of air, land or sea transport, accommodation, car rental, travel insurance, tours, excursions, travel documents translation service, visa support, event management and registration and other travel-related services (collectively, the "Travel Services"). For the purposes of these Terms, a "Service Provider" means any third party providing a Travel Service.

1.3. By requesting the Agency to book or arrange any Travel Service, confirming any booking, making any payment or otherwise purchasing any Travel Service through the Agency, whichever occurs first, the Client shall be deemed to have read and accepted these Terms, and the Terms so accepted shall constitute a binding agreement between the Agency and the Client.

1.4. Each Travel Service may also be subject to the terms and conditions, tariffs, rules and policies of the relevant Service Provider. In the event of any conflict, the Service Provider's terms shall govern the provision of the relevant Travel Service, subject to the mandatory provisions of applicable law.

2. Role of the Agency

2.1. In relation to each Travel Service, the Agency acts as agent of the Client, except where the Travel Service (in particular, air transport) is booked or arranged by the Agency under an agency agreement with the Service Provider and this is indicated on the Agency’s website or in the quotation or booking summary provided to the Client before the booking is confirmed.

2.2. In arranging a Travel Service, the Agency acts for and, where applicable, in the name of the relevant Service Provider and facilitates the conclusion of the contract for the relevant Travel Service between the Client and that Service Provider.

2.3. The Agency is not itself the provider, carrier, accommodation provider, tour operator, insurer, transport operator or other supplier of the Travel Service unless expressly identified as such in the relevant booking documentation.

2.4. The Agency's obligations are limited to exercising reasonable care in:

(a) processing the Client's booking request;

(b) communicating the Client's instructions to the relevant Service Provider;

(c) arranging and/or confirming the requested Travel Services, subject to availability and acceptance by the Service Provider;

(d) issuing or delivering tickets, vouchers, confirmations or other booking documentation, where applicable; and

(e) providing such other intermediary or booking assistance as may have been expressly agreed with the Client.

2.5. The Agency is responsible for errors or omissions attributable to the Agency in carrying out the obligations described above, subject to these Terms and applicable law.

3. Service Providers

3.1. The actual Travel Services are provided by independent Service Providers. The relevant Service Provider is solely responsible for the proper performance of the Travel Service provided by it.

3.2. Accordingly, except to the extent responsibility cannot lawfully be excluded or limited, the Agency shall not be responsible for any act or omission of a Service Provider or for any failure, deficiency, delay or change in the Travel Services provided by a Service Provider, including:

(a) flight delays, cancellations, schedule changes, denied boarding or missed connections;

(b) loss, delay or damage to baggage;

(c) the quality, condition, location, classification or availability of hotel accommodation;

(d) changes in hotel facilities, room types, meal arrangements or other amenities;

(e) acts or omissions of carriers, hotels, tour operators, transfer companies, car rental companies or other Service Providers;

(f) injury, illness, accident, death, loss or damage occurring in connection with the performance of a Travel Service by a Service Provider;

(g) the insolvency, cessation of business or other inability of a Service Provider to perform its obligations;

(h) visa refusals by Consulates and mistakes and omissions on the part of the visa centers;

(i) errors made by certified translators or translation agencies;

(j) incomplete or improper performance of services by event organizing or registration companies; or

(k) inadequate performance, acts or omissions by companies organizing tours and excursions.

3.3. Any claim relating to the performance or non-performance of a Travel Service shall primarily be made against the relevant Service Provider. The Agency will, where reasonably practicable, assist the Client in communicating such claim to the Service

Provider, but such assistance does not constitute acceptance of responsibility by the Agency for the underlying Travel Service.

3.4. Nothing in these Terms excludes or limits any liability of the Agency that cannot be excluded or limited under applicable mandatory law.

4. Booking Requests and Client Information

4.1. The Client is responsible for providing complete and accurate information required for the booking, including the correct names of travelers as appearing in their travel documents, dates of birth, travel dates, destinations, contact details and any other information requested by the Agency or Service Provider.

4.2. Before confirming a booking, the Client must carefully check all booking details, including names, dates, destinations, routes, flight numbers, hotel details and other material information.

4.3. The Agency shall not be responsible for costs, losses or consequences resulting from inaccurate, incomplete or incorrect information supplied or approved by the Client.

4.4. Changes requested after confirmation may be subject to the Service Provider's applicable amendment, cancellation or rebooking rules and charges, as well as any applicable Agency service fee.

5. Prices and Payment

5.1. Prices communicated by the Agency are subject to availability and may change until the relevant booking has been confirmed and, where applicable, ticketed.

5.2. Unless expressly stated otherwise, prices may be subject to taxes, airport charges, resort fees, baggage charges, local taxes, currency conversion charges or other amounts imposed by a Service Provider or competent authority.

5.3. The Client shall pay the price of the Travel Services and any applicable Agency service or booking fees within the period specified by the Agency.

5.4. A booking shall not be regarded as final merely because a quotation or itinerary has been provided. Confirmation is subject to availability, receipt of any required payment and confirmation by the relevant Service Provider.

5.5. Where amounts are quoted or payable in different currencies, exchange-rate fluctuations and currency conversion charges may affect the final amount payable or refundable.

5.6. Where the price of a Travel Service or any other amount payable to a Service Provider is denominated in a currency other than Armenian Drams (AMD), the amount payable by the Client in AMD shall be calculated using the selling exchange rate for the relevant currency applied by the Agency's servicing bank at the time the amount payable by the Client is calculated.

6. Agency Fees

6.1. The Agency may charge booking, consultation, ticketing, amendment, cancellation, processing or other service fees in connection with the services provided by the Agency.

6.2. Depending on the nature of the booking and the applicable arrangement, the Agency's fees may be quoted and charged separately or included in the gross amount quoted and charged to the Client.

6.3. Unless otherwise agreed or required by applicable law, where the Agency's fee is quoted separately, such fee relates to services performed by the Agency and is non-refundable in the event of cancellation, amendment or non-use of the underlying Travel Service. Where the Agency's fee is included in the gross amount charged to the Client and is not separately identified, the Agency may retain from any amount otherwise refundable to the Client the amount of its fee included in such gross amount, but not exceeding [5 (five) percent] of the gross amount paid by the Client in respect of the relevant Travel Service.

7. Amendments and Cancellations by the Client

7.1. Any request to amend or cancel a booking is subject to the terms, fare conditions, cancellation policy and other rules of the relevant Service Provider.

7.2. Certain fares, hotel rates and other Travel Services may be non-refundable, partially refundable, non-changeable or partially changeable.

7.3. The Agency has no authority to waive a Service Provider's cancellation, amendment, no-show or refund rules unless expressly authorized by that Service Provider.

7.4. Any amount refundable to the Client shall be subject to the relevant Service Provider's rules and, where the refund is processed through the Agency, receipt of the corresponding amount by the Agency from the Service Provider.

7.5. The Agency may charge an applicable processing or cancellation fee in addition to any charges imposed by the Service Provider.

8. Changes and Cancellations by Service Providers

8.1. Travel arrangements may be changed or cancelled by Service Providers for operational, safety, commercial, regulatory, weather-related or other reasons.

8.2. The Agency does not control such decisions and shall not be liable for a change or cancellation made by a Service Provider.

8.3. Where the Agency receives notice of a material change or cancellation, it shall use reasonable efforts to communicate that information to the Client using the contact details provided by the Client.

8.4. Any right to refund, rebooking, alternative transportation, accommodation, compensation or other remedy resulting from such change or cancellation shall be determined by the applicable law and the terms governing the relationship between the Client and the relevant Service Provider.

9. Travel Documents, Visas and Entry Requirements

9.1. Unless the Agency expressly agrees to arrange a particular visa or other travel authorization on behalf of the Client, the Client is solely responsible for ensuring that each traveler possesses all valid passports, visas, permits, health certificates, parental consents

and other documents and authorizations required for the journey. Where the Agency has agreed to arrange a visa or other travel authorization, the Client remains responsible for providing complete, accurate and timely information and documentation required for that purpose.

9.2. The Client is responsible for checking passport validity requirements, visa requirements, transit requirements and immigration rules applicable to all countries included in the itinerary, including countries through which the Client merely transits.

9.3. Information provided by the Agency regarding visas, immigration, health or entry requirements is provided as general assistance only unless the Agency has expressly undertaken responsibility for a specific service. Requirements may change at short notice, and the Client should verify current requirements with the relevant competent authorities.

9.4. The Agency shall not be responsible for denied boarding, denied entry, deportation, fines, additional expenses or other consequences resulting from the Client's failure to comply with applicable passport, visa, immigration, customs, health or other governmental requirements.

10. Health, Safety and Special Requirements

10.1. The Client is responsible for determining whether the proposed Travel Services are suitable having regard to the Client's health, mobility and other personal circumstances.

10.2. Any special requirements, including dietary requirements, accessibility requirements, medical needs or requests for special assistance, must be communicated to the Agency before booking.

10.3. The Agency will communicate such requests to the relevant Service Provider but cannot guarantee that they will be accepted or fulfilled unless expressly confirmed by the Service Provider.

11. Travel Insurance

11.1. The Agency recommends that Clients obtain appropriate travel insurance covering, as relevant, medical expenses, accidents, cancellation, interruption, baggage loss or damage, missed departures and other travel-related risks.

11.2. Where the Agency arranges travel insurance as an intermediary, the insurance policy is issued by the relevant insurer and is governed by the insurer's terms, conditions, exclusions and coverage limits.

11.3. The Client is responsible for reviewing the insurance policy and determining whether the coverage is appropriate for the intended journey.

12. Unused Services and No-Shows

12.1. Failure to use a booked Travel Service, including failure to check in or appear at the required time, may result in cancellation of that service and, in the case of sequential travel arrangements, subsequent sectors or services.

12.2. Refunds for unused Travel Services are subject exclusively to the applicable fare rules, booking conditions and refund policies of the relevant Service Provider, together

with applicable law.

13. Client's Duty to Check Travel Arrangements

13.1. The Client is responsible for checking the status and timing of flights and other time-sensitive Travel Services before departure.

13.2. The Client must observe all check-in times, boarding times and other deadlines imposed by Service Providers and allow sufficient time for check-in, security, immigration, customs and other applicable procedures, including during transit.

13.3. The Agency shall not be responsible for a missed flight, transfer, tour or other Travel Service resulting from the Client's late arrival or failure to comply with the relevant Service Provider's requirements.

14. Events Beyond the Agency's Control

14.1. The Agency shall not be responsible for any failure, delay, disruption, change or additional cost arising from circumstances beyond its reasonable control, including, without limitation, natural disasters, extreme weather conditions, fire, flood, earthquake, epidemic or pandemic, war, armed conflict, terrorism, civil unrest, strikes or other industrial action, governmental or regulatory action, border or airspace closures or restrictions, airport closures or congestion, delays or disruptions at airports, ports or other transit points, immigration, customs or security procedures, failures or disruptions of telecommunications, reservation, payment or other information systems, or any other similar circumstances beyond the Agency's reasonable control.

14.2. The rights of the Client against a Service Provider in such circumstances shall be determined by the Service Provider's terms and applicable law.

15. Liability of the Agency

15.1. The Agency shall be responsible for direct loss suffered by the Client as a result of the Agency's failure to exercise reasonable care in performing the booking, ticketing or other intermediary services expressly undertaken by the Agency.

15.2. The Agency shall not be liable for the performance or non-performance of Travel Services by independent Service Providers or for acts, omissions, errors, delays, cancellations or other circumstances attributable to such Service Providers.

15.3. To the maximum extent permitted by applicable law, the Agency shall not be liable for indirect, incidental, special or consequential losses, loss of profit, loss of business or loss of opportunity arising in connection with a booking or Travel Service.

15.4. The Agency shall not be liable for losses caused or contributed to by:

(a) an act or omission of the Client or another traveler;

(b) inaccurate or incomplete information supplied by the Client;

(c) the Client's failure to comply with the terms or instructions of a Service Provider; or

(d) circumstances beyond the Agency's reasonable control.

15.5. Nothing in these Terms shall exclude or limit liability for fraud, willful misconduct, gross negligence where such liability cannot lawfully be limited, or any other liability that cannot be excluded or limited under applicable mandatory law.

16. Complaints

16.1. Any problem concerning a Travel Service should, where practicable, be reported immediately to the relevant Service Provider so that the Service Provider has an opportunity to remedy the matter.

16.2. If the matter cannot be resolved directly with the Service Provider, the Client should notify the Agency as soon as reasonably practicable and provide all relevant documents and information.

16.3. Complaints concerning the Agency's own booking or intermediary services should be submitted to info@travelerclub.am or the Agency's registered office, no later than 24 hours after the completion of the service.

16.4. The Agency will use reasonable efforts to assist the Client in communications with a Service Provider concerning a complaint but does not assume responsibility for the Service Provider's acts or omissions by providing such assistance.

17. Personal Data

17.1. In order to arrange Travel Services, the Agency may collect and process personal information concerning the Client and other travelers included in the booking.

17.2. The Client authorizes the Agency, to the extent necessary for the requested Travel Services, to transmit relevant personal information to Service Providers, reservation systems, payment processors and other persons involved in arranging or performing the Travel Services, including recipients located outside the Client's country of residence.

17.3. The processing of personal data by the Agency shall be subject to applicable data protection law and the Agency's Privacy Policy, where applicable.

17.4. The Client represents that he or she is authorized to provide the Agency with personal information relating to any other traveler included in the booking.

18. Communications

18.1. The Agency may communicate with the Client by email, telephone, messaging application or other contact method provided by the Client.

18.2. The Client is responsible for providing accurate and current contact details and for monitoring communications concerning the booking.

18.3. The Agency shall not be responsible for the Client's failure to receive a communication due to incorrect contact information, unavailable communication services, spam filtering or other circumstances outside the Agency's reasonable control.

19. Service Provider Terms

19.1. Each Travel Service is subject to the terms and conditions of the relevant Service Provider, including applicable conditions of carriage, fare rules, hotel cancellation policies,

baggage rules, check-in requirements and other contractual conditions.

19.2. By confirming a booking, the Client agrees to comply with the applicable terms and conditions of the relevant Service Provider.

19.3. Copies of or links to applicable Service Provider terms may be provided upon request or may be available directly from the relevant Service Provider.

20. Packages and Services Provided by the Agency

20.1. The limitations relating to the Agency's intermediary status apply only where the Agency acts as agent or intermediary for an independent Service Provider.

20.2. Where the Agency expressly contracts with the Client in its own name as the principal provider or organizer of a particular service or travel package, the Agency's rights and obligations in respect of that service or package shall be determined by the applicable agreement, these Terms to the extent relevant, and applicable law.

20.3. Nothing in these Terms shall be interpreted as excluding or limiting any rights granted to the Client under mandatory legislation applicable to the services provided by the Agency.

21. Governing Law and Dispute Resolution

21.1. These Terms and the relationship between the Agency and the Client shall be governed by the laws of the Republic of Armenia.

21.2. The parties shall endeavor to resolve any dispute arising out of or in connection with the Agency's services or these Terms through good-faith negotiations. Any dispute that has not been resolved amicably within 30 (thirty) days shall be subject to the jurisdiction of the competent courts of the Republic of Armenia.

22. Miscellaneous

22.1. If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

22.2. The headings used in these Terms are for convenience only and shall not affect their interpretation.

22.3. The Agency may amend these Terms from time to time. The version applicable to a booking or arrangement made by the Agency shall be the version in effect when the Client confirms the relevant booking or arrangement.