

OFFER-AGREEMENT FOR PROVISION OF TOURIST SERVICES

This document is an official offer of Bunyod-Tour LLC (license for tourism activities #0000253, dated 10.25.2022) operating on the basis of the Charter, hereinafter referred to as the “Contractor”, on the one hand, and the citizen (person) who provides information about confirmation of his identity through an electronic system (Internet), hereinafter the “Customer”, on the other hand, collectively referred to as the “Parties”, have entered into this agreement, hereinafter the “Offer-Agreement” as follows:

This public (electronic) offer-agreement is drawn up in accordance with sections 7, 26, 27 and article 465 of the Civil Code of the Republic of Tajikistan.

DEFINITIONS

The values presented below are an integral part of this Offer-Agreement:

- **Contractor** – Limited Liability Company "Bunyod-Tour", which posted the offer (agreement) on the website <http://bunyodtour.tj> and its address 104, Ayni, St, Dushanbe, Tajikistan;
- **Offer-Agreement** – this document published on the Internet at: <http://bunyodtour.tj>; an agreement between the Contractor and the Customer for the provision of tourism services, which is concluded by accepting the offer;
- **Offer’s Acceptance** – full and unconditional acceptance of the terms of the offer through actions by the Customer expressing the intention to use the Contractor’s website to obtain services through registration actions on the Contractor’s website and the procedure for paying for tourist services;
- **Website** – open for free visual inspection, publicly accessible at the address: <http://bunyodtour.tj> (<http://bunyodtour.tj/en>) through which information is displayed on the types of services provided by the Contractor;
- **Customer** – a user, an individual or legal entity who accepted the offer, and is thus the Customer of the Contractor's services under the concluded offer agreement, ordering a Tourist product, both on his own behalf and on behalf of another tourist (tourists), including the legal representative of a minor tourist;
- **Order / Application** – a properly completed request of the Customer to receive travel services selected on the Contractor’s website;
- **Tourist Product (tour)** – a set of transportation and accommodation services provided for a total price (regardless of the inclusion in the total price of the cost of excursion services and (or) other services) under this Agreement. Also, the specified term in the Agreement may be understood as a separate tourist service and/or services, which, depending on the specific conditions of the application, may include: accommodation in hotels and other accommodation places; transportation documents (air tickets, train tickets, etc.); meals in hotels and other places of accommodation; transfer to (place of) temporary stay; excursion services; attending cultural, entertainment or sporting events; transport rental; services of instructors in various sports; services of a guide and/or assistant; insurance and other services;
- **Payment & Refunds Rules** – [a document published on the website http://bunyodtour.tj](http://bunyodtour.tj), presenting the conditions and methods of payment for tourism

products and the conditions for refund in case of refusal of the Tourist (Customer) from a booked (paid) tour (tourism product);

- **Privacy Policy** – a document developed in accordance with the requirements of the Law of the Republic of Tajikistan dated August 3, 2018 No. 1537 “On the Protection of Personal Data”, as well as in accordance with other laws and regulations of the Republic of Tajikistan defining the cases and features of the processing of personal data and ensuring security and confidentiality of such information and published on the website: <http://bunyodtour.tj>;
- **The Policy of Company** – to be open and always accessible, but strictly comply with the norms and requirements of this Offer-Agreement, national legislation and acts of international law; provide conditions and atmosphere of trust, comfort and fair relationship to all clients. We adhere to generally accepted standards and practices for the provision of services and mutual settlements and always welcome customer suggestions aimed at improving our services.

1. SUBJECT OF THE OFFER-AGREEMENT

- 1.1. In accordance with the Offer-Agreement, the Contractor undertakes to provide the Customer with a range of services included in the Tourist Product, the full list and consumer properties of which are indicated in the booking Application (on the website <http://bunyodtour.tj>), and the Customer undertakes to pay for the Tourist Product upon booking within the Payment & Refunds Rules.
- 1.2. Information about the Tourist to the extent necessary for the execution of the Offer-Agreement is indicated in the booking Application. Information about the Tour Operator is indicated on the website <http://bunyodtour.tj>.

2. COST OF TOURIST PRODUCT

- 2.1. The cost of the Tourist Product is indicated on the website <http://bunyodtour.tj> and in the section of booking Application.
- 2.2. Payment for the Tourist Product is carried out within the framework of the Rules for Payment and Refund.
- 2.3. Full payment - 100% or prepayment (deposit) in 10% (for registration for group tours) of the cost of the tourist product is carried out by the Customer when booking the Tourist product by the international online payment system on the website <http://bunyodtour.tj>
- 2.4. Advance payment (deposit) in 30% (to confirm the order) of the cost of the tourist product is made by other payment methods specified in the Rules for Payment and Refund.

3. OBLIGATIONS OF THE PARTIES

- 3.1. The Contractor is obliged:
 - 3.1.1. Provide the Customer with reliable information about the properties of the Tourist Product;
 - 3.1.2. Not later than 72 hours before the start of the trip, transfer to the Customer the original (or a scanned copy via e-mail) of the contract, documents certifying the

- Customer's right to receive services included in the Tourist Product (voucher, ticket, etc.), as well as other documents necessary for trips;
- 3.1.3. In process of making a ticket in electronic form, submit to the Customer an extract from the automated system containing information about transportation;
 - 3.1.4. Submit to the Customer, who purchases the service of accommodation in a hotel or other accommodation facility separately or as part of the Tourist Product, a document on booking and obtaining a place in a hotel or other accommodation facility (voucher) on the terms agreed in the Offer-Agreement;
 - 3.1.5. To take the necessary measures to ensure the security of information about personal data received from the Customer in the process of providing services, including during their processing and use;
 - 3.1.6. To provide all the services included in the Tourist Product, independently or with the involvement of third parties, on which the Tour Operator is entrusted with the fulfillment of part or all of its obligations to the Customer.
- 3.2. The Contractor has the right:
- 3.2.1. In case of violation by the Customer of the terms of payment under the Offer-Agreement, cancel the booking of the Tourist Product;
 - 3.2.2. If the Customer does not appear at the specified point (meeting point, airport, train station, etc.) or the Customer does not use the paid services at all, the paid funds are not returned to the Customer or part of the unused funds is returned subject to other requirements established under this Offer-Agreement;
 - 3.2.3. Direct or manage the Customer within the Travel Product;
 - 3.2.4. Use the services of third parties or relevant entities.
- 3.3. The Customer is obliged:
- 3.3.1. Comply all the requirements of this Offer-Agreement;
 - 3.3.2. To pay for the Tourist Product in accordance with the Offer-Agreement;
 - 3.3.3. Provide to the Tourist the terms of the Offer-Agreement, other information specified in the Offer-Agreement and its annexes, as well as transfer the documents received from the Contractor for travel;
 - 3.3.4. Provide written consent, including written consent from all Tourists specified in the Booking Application, to the processing and transfer of personal data to the Tour Operator and third parties for the execution of the Offer-Agreement (including for issuing visas, travel documents, hotel reservations, etc.);
 - 3.3.5. Provide to the Contractor yourself contact details, as well as the contact details of the Tourist, necessary for operational communication (telephone, email address, etc.);
 - 3.3.6. Provide to the Contractor the documents and information necessary for the realization of the Offer-Agreement;
 - 3.3.7. Inform the Contractor about the non-provision or improper provision of services included in the Tourist product by third parties involved by the Tour Operator;
 - 3.3.8. Release the accommodation facility (place) on the last day of stay before the check-out time, pay bills for services provided in the accommodation facility and not included in the Tourist Product.
- 3.4. The Customer has the right:
- 3.4.1. To obtain the documents required for travel in accordance with the Offer-Agreement;

- 3.4.2. Demand reimbursement of expenses in case of non-fulfillment of the terms of the Offer-Agreement in the manner prescribed by the legislation of the Republic of Tajikistan;
 - 3.4.3. Interaction to the Contractor to assist in insuring expenses that may arise as a result of trip cancellation (insurance against non-departure), including for reasons beyond the control of the Tourist (illness, refusal to issue a visa and other circumstances), luggage insurance, other financial risks associated with travel and not covered by the financial security of the responsibility of the Tour Operator;
 - 3.4.4. Request the necessary information about the Tourist Product and the conditions of the Tourist Services;
 - 3.4.5. In the case of material damage, compensation for losses if this did not happen due to the fault of the Customer;
 - 3.4.6. In case of force majeure and emergency circumstances, immediately seek help from the relevant service;
 - 3.4.7. Upon receipt of insurance through the Contractor, pay the required amount of insurance.
- 3.5. Customer / Tourist is obliged:
- 3.5.1. Sign an agreement with the subject of tourist services, the Customer and comply with all legal requirements of the Customer;
 - 3.5.2. Pay the cost of the Tourist Product under the contract with the Customer directly or through the Customer;
 - 3.5.3. Comply with the legislation of the Republic of Tajikistan, respect its social structure, customs, traditions, religious beliefs, etc.;
 - 3.5.4. Comply with the rules of entry into the Republic of Tajikistan, exit from the Republic of Tajikistan, as well as in the countries of transit;
 - 3.5.5. Observe personal safety rules while traveling;
 - 3.5.6. Preserve the environment, take care of natural, historical and cultural monuments in the Republic of Tajikistan.
- 3.6. The Customer / Tourist has the right:
- 3.6.1. To obtain the necessary and reliable information about the rules of entry and stay in the Republic of Tajikistan, about the customs of the local population, about religious rites, shrines, monuments of nature, history, culture and other objects of the tourist show that are under special protection, the state of the environment;
 - 3.6.2. Independence movement, free access to Tourist resources, taking into account the restrictive measures adopted in the country (place) of temporary stay;
 - 3.6.3. Ensuring personal safety, their consumer rights and the safety of their property, unhindered access to emergency medical care;
 - 3.6.4. Assistance of authorities (local authorities) of the Republic of Tajikistan in obtaining legal and other types of emergency assistance;
 - 3.6.5. Unhindered access to communications;
 - 3.6.6. To obtain information about the possibility of voluntarily insuring the risks associated with the trip and not covered by the financial security of the liability of the tour operator, including in connection with the improper fulfillment by the tour operator of obligations under the contract for the sale of the Tourist Product.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1. The parties are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with the legislation of the Republic of Tajikistan.
- 4.2. The Contractor is not responsible: - for the actions of embassies (consulates) of foreign states, as well as organizations (with the exception of organizations that are involved by the Tour Operator to provide services included in the Tourist Product, and for whose actions the Tour Operator is responsible), including for the refusal of a foreign embassy (consulate) in the issuance (delay) of entry visas to the Tourist along the travel route, if all the necessary documents were submitted to the foreign embassy (consulate) by the Contractor or directly by the Customer. In this case, the cost of the paid Tourist Product is returned to the Customer, minus the documented expenses of the Contractor, as well as the part of the work performed by the Contractor (service rendered) before receiving a notice of refusal of an entry visa to the Tourist; - for the refusal of the Tourist to leave / enter when passing through passport border or customs control, or the application of penalties to the Customer by the bodies exercising border or customs control for reasons not related to the fulfillment by the Contractor of its obligations under the Offer-Agreement.
- 4.3. The Parties are released from liability for non-performance or improper performance of obligations under the Offer-Agreement, if this non-performance or improper performance is the result of the occurrence of force majeure circumstances, that is, extraordinary and unavoidable circumstances under the given conditions that the Parties could neither foresee nor prevent by reasonable measures. The existence of a force majeure event must be confirmed by the competent authorities.
- 4.4. In the event of the occurrence of these circumstances, the term for the fulfillment of obligations by the Parties under this Offer-Agreement may be changed in proportion to the time during which such circumstances will operate. If these circumstances continue for more than 10 calendar days, each of the Parties has the right to refuse to fulfill obligations under the Offer-Agreement, and in this case, neither Party will have the right to reimburse the other Party for possible losses on grounds of force majeure.

5. PROCEDURE AND CONDITIONS FOR AMENDING AND TERMINATION OF THE OFFER-AGREEMENT

- 5.1. This Offer-Agreement, which is electronic, enters into force from the date of receipt of the Application for booking a Tourist Product (the date of its signing) and is valid until the obligations are fully fulfilled by the Parties.
- 5.2. The Offer-Agreement may be amended or terminated in cases and in the manner prescribed by the legislation of the Republic of Tajikistan, including by Offer-Agreement of the Parties, executed in writing.
- 5.3. Any changes to the Travel Product, other conditions of the Booking Application, including cancellation of the reservation are allowed by Offer-Agreement of the Parties in writing for up to 48 hours before the start of the tour.
- 5.4. Each of the Parties has the right to demand a change or termination of the Offer-Agreement in connection with a significant change in the circumstances from which the Parties proceeded when concluding the Offer-Agreement. Significant changes in circumstances include:

- 5.4.1. Deterioration of travel conditions specified in the Contract;
- 5.4.2. Changing the dates of the trip;
- 5.4.3. Unforeseen increase in transport tariffs;
- 5.4.4. Impossibility of the Tourist to make a trip due to circumstances beyond his control (Tourist's illness, refusal to issue a visa and other circumstances).
- 5.5. Upon termination of the Offer-Agreement due to significant changes in circumstances, compensation for losses is carried out in accordance with the actual costs of the Parties.
- 5.6. The Customer has the right to refuse to fulfill obligations under the Offer-Agreement, subject to payment to the Contractor of the expenses actually incurred by him/her. The Contractor has the right to refuse to fulfill obligations under the contract only if the Customer is fully reimbursed for losses.
- 5.7. Upon termination of the Offer-Agreement before the start of the trip due to the occurrence of circumstances indicating the occurrence in the country (place) of temporary stay of a threat to the safety of life and health of the Tourist, as well as the danger of causing harm to his property, the Customer is returned a sum of money equal to the total price of the Tourist Product, and after the beginning of the trip - its part in the amount proportional to the cost of services not provided to the Tourist included in the Tourist Product.
- 5.8. In the event of circumstances that indicate a threat to the safety of life and health of the Tourist in the Republic of Tajikistan, as well as the danger of causing harm to his property, the Customer and (or) the Contractor have the right to demand in court the termination of the Offer-Agreement or its amendment.

6. PROCEDURE AND TERMS FOR SUBMISSION OF CLAIMS, RESOLUTION OF DISPUTES

- 6.1. All claims and disputes in the process of implementation of the Offer-Agreement are resolved through negotiations between the Parties. Claims in connection with the violation of the terms of the Offer-Agreement are presented by the Customer to the Contractor in the manner and on the terms provided for by this Offer-Agreement and the legislation of the Republic of Tajikistan.
- 6.2. Claims regarding the quality of the Tourist Product are presented to the Contractor in writing within 15 calendar days from the date of expiration of the Offer-Agreement and are subject to consideration within 10 calendar days from the date of receipt of claims in the manner prescribed by the legislation of the Republic of Tajikistan.
- 6.3. In case of failure to resolve disagreements through negotiations, the dispute is subject to consideration in court in accordance with the legislation of the Republic of Tajikistan or other competent authorities.

7. FINAL CLAUSES

- 7.1. The Offer-Agreement comes into force and will be valid from the date of submission/receipt of the Application for booking a Tourist Product on the website <http://bunyodtour.tj>.
- 7.2. Tourist product-tour package, all annexes, as well as amendments (additions) to the Offer-Agreement are its integral part.

7.3. In everything else that is not regulated by the Offer-Agreement, the Parties are guided by the legislation of the Republic of Tajikistan.

8. COORDINATES OF THE PARTIES

CONTRACTOR:

"BUNYOD-TOUR" LLC

- ✓ 104, Ayni, Str., Dushanbe, Tajikistan, 734042
- ✓ Tel: +992 44 6257575; +992 931261134
- ✓ Email: info@bunyodtour.tj
- ✓ TIN: 010098739

BANK DETAILS (in TJS):

- ✓ Bank: ESKHATA BANK OPENED JOINT STOCK COMPANY
- ✓ Address 1: 135 Gagarin St, Khujand, Tajikistan (Address 2: affiliate in Shohmansur district, Dushanbe, 9. A.Ahmadov, St)
- ✓ A/c No (US\$): **20206840100240100138**

BANK DETAILS (in US\$):

Beneficiary:	"BUNYOD TOUR" LLC
A/c No:	20206840100240100138
Bank-beneficiary:	ESKHATA BANK OPENED JOINT STOCK COMPANY, Khujand, Tajikistan
SWIFT:	EJSATJ22XXX
Corresponding Bank:	HALYK SAVINGS BANK OF KAZAKSTAN
SWIFT:	HSBKKZKXXXX
Corr. A/C:	KZ406010071000000199
Intermediate Bank:	THE BANK OF NEW YORK MELLON
SWIFT:	IRVTUS3NXXX
Corr. A/C:	8900372605

Other payment methods are available on the website at:
https://bunyodtour.tj/images/Payment_methods.pdf

CUSTOMER:

I confirm my identity (full name, address, telephone number and email) based on the submitted booking Application and/or booking of a tourism product (tourist services). I have read this Offer-Agreement, accept and fulfill all its conditions. I have personal responsibility for complying with the requirements of this Offer-Agreement.

Confirmation (signature): *This Offer-Agreement (electronic) is considered signed, comes into force and will be valid from the date of submission/receipt of the Application for booking a Tourist Product.*

CONSENT TO PROCESSING OF PERSONAL DATA

I hereby, being the Customer of tourist services included in the tourism product, and an authorized representative of persons (tourists) specified in the agreement and its annexes, give consent to the Tour Operator and its authorized representatives to process my data and the data of persons (tourists) contained in booking Application:

- surname, name, patronymic, date and place of birth, gender, citizenship, series, passport number, other passport data indicated in the passport;
- residential and registration address;
- home and mobile phone;
- E-mail address;
- as well as any other data relating to my personality and the personality of the persons specified in the Application, to the extent necessary for the implementation and provision of tourism services, including those included in the tourism product generated by the Tour Operator, for any action (operation) or set of actions (operations) performed with my personal data and the data of the persons specified in the Application, including (without limitation) collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data, as well as any other actions provided for by the current legislation of the Republic of Tajikistan, using automation tools, including in information and telecommunication networks, or without the use of such tools, if the processing of personal data without the use of such tools corresponds to the nature of the actions (operations) performed with personal data using the tools automation, that is, it allows, in accordance with a given algorithm, a search for personal data recorded on a tangible medium and contained in file cabinets or other systematized collections of personal data, and/or access to such personal data, as well as the transfer (including cross-border) of this personal data to the Tour Operator and third parties - partners of the Tour Operator.

I have read the Contractor's Privacy Policy, which is published on the website: <http://bunyodtour.tj>

The processing of personal data is carried out by the Tour Operator and direct service providers for the purpose of fulfilling this agreement (including, depending on the terms of the agreement - for the purpose of issuing travel documents, booking rooms in accommodation facilities and with carriers, resolving claim issues when they arise, providing information to authorized government agencies (including at the request of courts and internal affairs bodies)).

I hereby confirm that the personal data provided by me to the Tour Operator is reliable and can be processed by the Tour Operator and its authorized representatives.

I hereby give my consent to the Tour Operator to send me emails/informational or advertising messages to the email address and/or mobile phone number I provided, and I also consent to the processing of my personal data for the specified purposes.

I hereby confirm that I have the authority to provide personal data of the persons specified in the Application, and undertake the obligation to reimburse the Tour Operator for any costs associated with my lack of appropriate authority, including losses associated with sanctions of inspection authorities.

I agree that the text of my consent to the processing of personal data, given by me of my own free will, in my interests and in the interests of the persons specified in the Application, is stored electronically in a database and/or on paper and confirms the fact of consent for the processing and transfer of personal data in accordance with the above provisions and take responsibility for the accuracy of the provision of personal data.

This consent is given for an indefinite period and can be withdrawn by me at any time, and in the part relating to a specific person, the subject of personal data specified in the Application, by the specified person, by sending a written statement to the Tour Operator by mail.

The Tour Operator's address is indicated in this Offer-Agreement and its annexes.

I hereby confirm that my rights as a subject of personal data have been explained to me by the Tour Operator and are clear to me.

I hereby confirm that the procedure and consequences of withdrawing this consent have been explained to me by the Tour Operator and are clear to me.

The Customer's address, passport details of the Customer are indicated by the Customer when concluding this agreement, including applications for a tourism product.

The Customer provides the data of the subjects of personal data specified by him during the booking and guarantees the consent of the subjects of personal data to the processing of their personal data on the basis of the authority received from the subjects of personal data (the Customer guarantees the availability of such authority).

The Customer agrees to receive advertising and other information, including information about the services of the Tour Operator and its partners via telecommunication networks, including through the use of telephone, fax, mobile radiotelephone communications, as well as postal mail and other means.

CUSTOMER:

I confirm my identity (full name, address, telephone number and email) based on the submitted booking Application and/or booking of a tourism product (tourist services). I have read this Offer-Agreement, accept and fulfill all its conditions. I have personal responsibility for complying with the requirements of this Offer-Agreement.

Confirmation (signature): *This Offer-Agreement (electronic) is considered signed, comes into force and will be valid from the date of submission/receipt of the Application for booking a Tourist Product.*

BUNYOD-TOUR