

## GENERAL BUSINESS TERMS AND CONDITIONS FOR THE SALE OF TOURS AND FOR THE INTERMEDIATION OF OTHER TOURISM SERVICES

### 1. INTRODUCTORY PROVISIONS

1.1. Travel agency Dave Sun LLC, 30 N Gould St Ste R, Sheridan, Wyoming, 828 01, US (hereinafter referred to as "CK") deals with:

- selling tours;
- mediating the sale of tourism services that do not constitute SCS (hereinafter referred to as "other tourism services").

1.2. These general terms and conditions of CK (hereinafter referred to as "GTC") govern the rights and obligations of the contracting parties from:

- travel contract (hereinafter referred to as "T&C");
- from the agreement on mediation of other tourism services.

1.3. CK informs the customer about the contract to which their pre-contractual communication is directed no later than before the customer makes a binding order, or before concluding the SoZ, or before concluding a contract for another tourism service. For these purposes, CK will hand over to the customer the appropriate form (hereinafter referred to as the "model form"), which must contain information on whether it is a tour and information on the method of legal protection of the customer.

## TRIP

### 1. TOUR CONTRACT

1.1. CK provides the customer with a tour on the basis of a valid and effective SoZ, the content of which is in practice divided into several documents: (i) SoZ (form), (ii) these GTC and (iii) a description of the tour in the CK catalog or other offer material, including their on -line versions) (hereinafter referred to as the "Contractual Framework" or "SoC"). All these documents are binding on the contracting parties. The text of the form SoZ takes precedence over the GTC and the tour description in the catalog or other offer text.

1.2. SoZ can also form separate contracts with individual tourism service providers. In such a case, these contracts and their related descriptions in the tender materials are part of the Contractual Framework with all the associated consequences. Everything that applies to the form SoZ will be applied accordingly to the individual contracts.

1.3. If the SoZ is not concluded in written form, CK will issue the customer a confirmation of the trip in text form, e.g. in pdf.

1.4. The voucher that the customer receives after paying the full price of the tour incl. of any additional services you have ordered, or if CK does not issue a voucher, Confirmation of the trip or a signed SoZ and proof of payment of the total price of the trip.

## 2. CONCLUSION OF CONTRACT

2.1. The sale of the tour is understood as the moment of conclusion of the SoZ. The SoZ is concluded at the moment when the customer, in the process of communication with CK, bindingly confirms the tour offer. The following is considered a binding confirmation of the tour offer:

- signature of the SoZ submitted (form) by the customer within the period specified by the CK;
- clicking on the "binding order" field in the CK online reservation system;
- other express consent of the customer to the CK offer captured in email, telephone or other communication.

2.2. SoZ is effective:

- by paying a deposit or the entire price of the tour within the period set by the CK;
- by confirmation of the SoZ (form) signed by the customer by a representative of the CK.

2.3. By signing the SoZ, the customer certifies that:

a) he was sent the general terms and conditions of the CK, which form an integral part of the Terms and Conditions, together with the draft Terms and Conditions, that he familiarized himself and other passengers with these terms and conditions and that all customers agree to them,

b) he was given information with a detailed description of the tour,,

c) he was given the relevant form according to Decree No. 122/2018 Coll., on sample forms for individual types of tours,

d) he was provided with general information on passport and visa requirements for the trip, including approximate deadlines for processing visas, information on the health requirements of the country of destination,

e) he was given the contact of the organizer's local representative, if the CK has one in the destination,

f) he is entitled to conclude a SoZ, also for the benefit of other traveling persons and that these other traveling persons duly authorized him to register and participate in the tour. If the customer concludes a tour contract for the benefit of a person under the age of 18, he/she declares that he/she is his/her legal representative, or that he/she has his/her consent, and also that he/she agrees to the minor's participation in all parts of the tour.

2.4. If the customer concludes the SoZ for or on behalf of third parties, he is responsible as a co-debtor for fulfilling all the obligations of these persons, including the timely payment of the tour price and the transfer of the necessary information.

### 3. PRE-CONTRACTUAL INFORMATION OBLIGATION

3.1. Before concluding the SoZ, the customer will receive, in addition to the specific tour offer and these GTC:

- the relevant sample form;

### 4. DETAILED INSTRUCTIONS AND DOCUMENTS FOR THE TRAVEL

4.1. CK will deliver detailed travel instructions to the customer in an appropriate manner no later than seven days before the start of the tour. These are data that are important for the journey, in particular data on planned departure times, or check-in times, planned stop times, transport connections and arrivals, and which were not provided to the customer before the conclusion of the SoZ. Within the same period, CK will hand over to the customer the necessary receipts, vouchers and transport documents, in particular the ticket, voucher for accommodation or meals, a document necessary for the provision of optional trips or any other document required for the trip. If the SoZ is concluded less than seven days before the start of the trip, the CK will fulfill the stated obligations already at the conclusion of the SoZ.

### 5. TOTAL PRICE OF THE TOUR AND METHOD OF PAYMENT

5.1. The price of the tour is the total price, which is determined including taxes, fees and other similar monetary payments and any other possible costs. If the additional costs cannot be reasonably calculated before concluding the SoZ, the CK will state the type of additional costs that the customer may still incur.

5.2. The price of the tour and the price of other ordered additional services is indicated in the Terms and Conditions.

Prices include VAT.

5.3. The price of the tour includes the services that are explicitly mentioned in the catalog or other offer text of the tour in the section: "Included in the price".

5.4. The price does not include: e.g. personal expenses, tips, any additional insurance and visa fees that the client does not have listed in the SoZ in the section: "Included in the price".

5.5. The customer undertakes to pay CK the price of the tour as follows:

- deposit - 75% of the tour price at the conclusion of the SoZ;

- additional payment of the tour price no later than 40 days before the start of the tour.

5.6. In the event of non-payment of the additional price, CK has the right to withdraw from the SoZ. In this case, the excluded customer will be notified in writing and the deposit received minus the severance pay according to Article 10 will be returned to him. Failure to pay the additional fee does not replace the notice of withdrawal from the SoZ.

5.7. In the case of conclusion of the SoZ within a period of less than 40 days before the departure of the tour or the provision of services, the customer is obliged to pay the price of the tour already at the conclusion of the SoZ.

5.8. The customer can pay the price of the trip directly to CK (by bank transfer) or to an authorized representative of CK.

5.9. The customer's financial obligation is fulfilled on the day when the financial performance is credited to the CK account, or on the day the CK receives the financial performance.

## 6. CHANGES IN THE PRICE OF THE TOUR

The tour price agreed in the SoZ cannot be changed, unless the CK agrees otherwise with the customer.

## 7. MODIFICATION OF AGREEMENT

7.1. CK reserves the right to make minor changes to its contractual obligations. CK is obliged to notify the customer of the change in text form in a clear and comprehensible manner. Immaterial changes do not give the customer the right to withdraw from the Terms and Conditions.

7.2. If external circumstances force the CK to substantially change any of the main requirements of the travel services or if the CK cannot meet the customer's special requirements or if the CK proposes an increase in the price of the tour by more than eight percent, the customer may accept the proposal or may withdraw from the SoZ within the period according to the SoZ, without having to pay severance pay for early termination of the commitment. The withdrawal period must not be shorter than five days and must end before the start of the tour. Together with the submission of a proposal to change the commitment, the CK shall present to the customer in a clear, understandable and distinct manner and without unnecessary delay the information recorded in text form, namely a) the impact of the proposed changes on the price of the tour, b) the period in which the customer can withdraw from the SoZ, c) the consequences for the customer if he does not withdraw from the Terms and Conditions in time, and d) information on any alternative tour and its price.

7.3. Changes to the departure or arrival times specified in the T&C should be considered significant if they would cause significant inconvenience or additional costs to the passenger, for example in the case of changes in transportation or accommodation.

7.4. If the customer does not withdraw from the Terms and Conditions within the specified period, it is considered that he agrees to the change of the obligation. The main details of the tour, the total price of the tour, the method of payment, the minimum number of people required to carry out the tour and the period during which the organizer can withdraw from the Terms and Conditions or the amount of the cancellation fee can only be changed with the express consent of the customer.

7.5. If, in the situation according to 7.2, the quality or cost of the tour is reduced as a result of a change in the commitment from the SoZ, the customer has the right to a reasonable discount.

## 8. WITHDRAWAL FROM CONTRACT

8.1. The customer can always withdraw from the Terms and Conditions before the start of the tour, but only if the tour has been canceled or if the customer has breached his obligation. With the exception of situations according to Article 8.2, the customer is obliged to pay the CK in connection with the withdrawal in accordance with Article 10, and the CK is obliged to immediately, no later than 30 days after withdrawing from the SoZ, return all payments made by the customer or in his favor reduced by the severance fee.

8.2. In connection with the withdrawal, the customer is not obliged to pay the CK severance fee according to Article 10 in the following cases:

- a) CK increases the price of the tour by more than eight percent;
- b) external circumstances force the CK to substantially change any of the main essentials of the travel services included in the tour;
- c) CK cannot meet the customer's special requirements that it has accepted;
- d) unavoidable and extraordinary circumstances have occurred at the destination of the trip or stay or in its immediate vicinity, which have a significant impact on the provision of the tour or on the transportation of people to the destination of the trip or stay;
- e) CK withdrew after canceling the tour due to not reaching the minimum number of participants and notifying the customer of this fact within the following time limits: 1. twenty days before the start of the tour in the case of trips lasting more than six days, 2. seven days before the start of the tour in the case of trips lasting two up to six days, 3. forty-eight hours before the start of the trip in the case of trips lasting less than two days;
- f) CK resigned after unavoidable and extraordinary circumstances prevented it from fulfilling its obligations and notified the customer of the cancellation of the tour without undue delay even before the start of the tour.

9.3. In these cases, CK is obliged to return to the customer all payments made by or to the customer without undue delay, no later than 30 days after withdrawing from the SoZ. In the situation according to letter d), e) and f) CK does not have an obligation to compensate the customer.

9.4. The effects of withdrawal from the SoZ occur upon delivery of a notice of withdrawal to the other contractual party.

## 10. WITHDRAWAL (CANCELLATION)

10.1. The amount of the cancellation fee is determined based on the price of the trip according to Article 5.2, not reduced by discounts, as well as the number of days between the withdrawal from the SoZ and the start of the trip, all while taking into account the actual costs of the CK. The start of

the tour means the start of the provision of tourism services included in the tour. The amount of severance pay for each person is:

a) in the amount of costs actually incurred, but at least 25% of the set price of the tour, but at least CZK 3,500, if participation in the tour is canceled between the binding registration for participation in the tour (stay) and 60 calendar days before the start tour

b) in the amount of costs actually incurred, but at least in the amount of 45% of the set price of the tour, if participation in the tour (stay) is canceled between 59 and 39 calendar days before the start of the tour,

c) in the amount of costs actually incurred, but at least in the amount of 65% of the set price of the tour, if participation in the tour (stay) is canceled between 38 and 26 calendar days before the start of the tour,

d) in the amount of actually incurred costs, but at least in the amount of 85% of the set price of the tour, if participation in the tour (stay) is canceled between 25 and 15 calendar days before the start of the tour,

e) in the amount of 100% of the set price of the tour, if participation in the tour (stay) is canceled between 14 calendar days before the start of the tour and the first day of the tour.

10.2. If the customer does not show up for the departure on the day of departure, misses the departure or does not take the tour without prior withdrawal from the SoZ, CK has the right to a cancellation fee in the amount of the full price of the tour.

10.3. Actual incurred costs mean operating costs of the CK and contractually agreed or legally stipulated reimbursements to domestic and foreign service suppliers.

10.4. If the customer has already made payment or a part of it based on the Terms and Conditions and CK has a right to severance pay, mutual claims will be set off; CK will eventually return to the customer the payment already paid less the severance pay, or the customer will immediately pay CK the difference between the severance pay and the amount paid so far, depending on which of the receivables is higher.

10.5. If air transportation is not part of the tour, and therefore the price of the tickets is not included in the price of the tour, and CK nevertheless arranges the purchase of a ticket for the customer in accordance with the Terms and Conditions, the customer undertakes to compensate CK for all costs incurred in connection with the purchase of the ticket and its possible cancellation .

## 11. RIGHTS FROM FAULTY PERFORMANCE OF THE TOUR AND ASSISTANCE IN DIFFICULTIES

11.1. CK is responsible for the proper provision of the tour and has the obligation to provide assistance to the customer in difficulties.

11.2. The tour is defective if any of the tourism services included in the tour are not provided in accordance with the Contractual Framework.

11.3. If the tour has a defect, the customer is obliged to point it out to CK without undue delay, ideally on the spot. At the same time, the customer will determine a reasonable period to remove the defect, unless CK refuses to remove the defect or immediate correction is required. The customer has the right to complain about the defect also through the tour sales agent. If the trip has

a defect and the customer complains about it without undue delay, the customer has the right to a price discount in the amount of the reasonable extent and duration of the defect. The statute of limitations for the customer's right to a discount is one year.

11.4. CK will remove the defect of the tour, unless it is not possible, or the removal of the defect requires unreasonable costs with regard to the scope of the defect and the value of the travel services concerned. If CK does not remove the defect within the specified period, the customer has the right to remove the defect himself and demand reimbursement of the necessary costs.

11.5. If significant defects of the tour occur after departure, CK will offer a suitable alternative solution at no additional cost to the customer, if possible of the same or higher quality than what was agreed in the SoZ, so that the tour can continue; this also applies in cases where the customer's return to the place of departure is carried out in a different way than the agreed one. If the proposed alternative solution is of a lower quality than that determined by the SoZ, CK will provide the customer with a reasonable discount. The customer can reject the proposed alternative solution only if it is not comparable to what was agreed in the SoZ, or if the discount provided is not reasonable. In this situation, CK is obliged, if the trip includes transportation, to provide the customer with equivalent transportation to the place of departure or to another place agreed upon by the contracting parties without unnecessary delay and without additional costs for the customer.

11.6. If, due to unavoidable and extraordinary circumstances, it is not possible to ensure the customer's return in accordance with the Terms and Conditions, CK bears the costs of the necessary accommodation, if possible in an equivalent category, for a maximum of three nights per customer. CK cannot refer to unavoidable and extraordinary circumstances, if the relevant carrier cannot refer to such circumstances according to the applicable legal regulations of the Union.

## 12. OTHER OBLIGATIONS OF CUSTOMERS

12.1. Among other things, the customer is obliged to:

- have a valid travel document meeting the requirements for visiting destination countries and territories; inform the CK well in advance of the number of the passport with which he will go on the tour, and if he does not do so, pay any additional costs incurred as a result;
- comply with the legal regulations of the countries visited;
- adhere to the boarding point that the CK communicated;
- heed the tour leader's instructions, follow the set program and, in the case of an individual program, inform the tour leader about his planned route (the leader has the right to prohibit this route in case of insufficient experience or equipment);
- submit the consent of the legal representative in the event that a person under the age of 18 participates in the tour unaccompanied, and for persons under the age of 15, ensure the accompaniment and supervision of an adult participant during the tour;
- in the event that the Central Committee provides visas, provide the representative of the Central Committee with passport data and information necessary for submitting a visa application within the deadline specified by the Central Committee;

- behave during the tour in accordance with the cultural customs of the visited country and act in such a way as not to damage and negatively affect nature and the surrounding environment.

12.2. The customer with whom the SoZ is concluded is obliged to ensure that all customers participating in the tour meet the stated obligations and conditions.

### 13. LIABILITY FOR DAMAGES AND INJURY

13.1. The customer is under all circumstances obliged to act in such a way as to prevent damage or injury to himself, other customers, CK and its business partners.

13.2. CK is liable for damage and injury that was caused by it or its providers breaching their obligations. Even then, however, it is not responsible for damage if it was caused by the customer, a third party that is not connected to the provision of services, or an extraordinary, unforeseeable and insurmountable obstacle that arose independently of the provider's will.

13.3. If the international treaty to which the Czech Republic is bound allows for a limitation of the amount of compensation for damage caused by a breach of contractual obligations or the conditions for compensation of damage, the CK will pay the damage only up to the amount of this limitation. CK's obligation to pay for damage is limited to three times the total price of the tour, with the exception of culpable damage or injury to health.

13.4. Loss, damage or late delivery of baggage in air transport is immediately claimed by the customer directly with the carrier.

13.5. If damage to CK is caused by a breach of duty by the customer, e.g. costs incurred in connection with helping a sick or injured customer, solving the loss of his travel documents, in that connection by providing additional transport and accommodation, damage to the accommodation premises or means of transport, the customer is obliged to compensate for this damage .

### 14. INSURANCE

14.1. CK recommends customers to take out appropriate insurance for the purpose of covering the costs associated with the termination of the SoZ commitment (cancellation insurance) or the costs of assistance including repatriation in the event of injury, illness or death (travel insurance).

### 15. PROTECTION OF PERSONAL DATA

15.1. The customer understands that CK is authorized to process his personal data for the purpose of fulfilling the Terms of Service and for the purpose of fulfilling legal obligations, in particular: name, surname, date of birth, necessary passport data within the scope of the Terms of Service, bank details, residence, or other contact address, e-mail address, telephone number, flight number, PNR code of the flight reservation, information about allergies, medications and other health problems. All personal data will only be stored for the period specified by law, or for the period absolutely necessary.



15.2. For the purposes of fulfilling the Terms and Conditions, the information specified in Article 15.1 will be used. to the extent necessary, also provided to CK suppliers (especially hotels, transport companies, guides). The identification data of these suppliers are listed in particular in the Terms and Conditions, tour instructions, or the customer will receive them during the tour at the latest. If the travel destination is outside the countries of the European Economic Area, the customer acknowledges that his personal data will be provided to recipients of personal data in this third country (especially hotels and international partners) or in another third country (especially airlines). CK will provide information on whether there is a European Commission decision on adequate protection of personal data when transferring personal data to a third country at the customer's request.

15.3. The customer acknowledges that CK will process his personal data in the scope of name, surname, address, telephone number and e-mail address for the purpose of sending commercial messages. CK is authorized to send commercial communications in the form of SMS, MMS, e-mail, post or telephone.

15.4. The customer can agree, in particular by ticking the box in the Terms of Service, but also by another statement, that the CK will take photos and video recordings of his person during the tour and to the use of these photos and video recordings within the promotional materials of the CK, both in physical form and on websites.

15.5. The above-mentioned provisions of Article 15 also apply proportionately in relation to the persons in whose favor the customer concluded the SoZ (fellow passengers). By concluding the SoZ, the customer declares that he is authorized to grant consents on behalf of fellow travelers, whether on the basis of a contract or other representation.

15.6. The customer acknowledges that, as a data subject, he has the following rights in particular:

a) Consent to the taking of photographs and video recordings can be revoked at any time, by submission sent to the CK, either to the address of the CK b) Request from the CK access to personal data concerning his person, their correction or deletion, or may request the restriction of the processing of their personal data, object to the processing of personal data, as well as the right to data portability.

c) Request that CK limit the processing of his personal data if (i) the customer denies the accuracy of his personal data for the time required for the controller to verify the accuracy of his personal data; (ii) the processing of his personal data was unlawful, but he does not request the deletion of personal data, but the restriction of their use; (iii) CK no longer needs his personal data for processing purposes, but the customer requires them to determine, exercise or defend his claims; or (iv) the customer has raised an objection to the processing of his personal data, until it is verified whether the legitimate reasons of the CK prevail over the legitimate reasons of the customer. If the processing of the customer's personal data has been restricted, his data may be processed, with the exception of storage, only with his consent.

d) The right to file a complaint with the supervisory authority, which is the Office for Personal Data Protection.

e) Obtain confirmation from the CK at any time that his personal data is being processed, and if this is the case, the CK is obliged to provide him with the following information upon request and issue him a copy of the processed personal data: (i) purpose of processing; (ii) the categories of personal data it processes, (iii) the recipients or categories of recipients to whom its personal data has been or will be

made available; (iv) the planned period for which his personal data will be stored or, if it cannot be determined, the criteria used to determine this period; (v) the existence of the right to request from the administrator the correction or deletion of personal data concerning the customer or the limitation of their processing and to object to this processing; (vi) the right to file a complaint with a supervisory authority; (vii) the fact that automated decision-making takes place, including profiling

## 16. INSURANCE

16.1. Unless otherwise stated, the prices of standard foreign tours and stays do not include health insurance for the trip and stay.

## 17. FINAL PROVISIONS

17.1. CK has the right to unilaterally change these Terms and Conditions to a reasonable extent. In such a case, the CK is obliged to deliver to the customer a notice of a change in the Conditions together with their new wording to his address according to the SoZ no later than 30 days before the start of the trip (stay). Changes sent later are not considered. The customer is entitled to reject the changes and to withdraw from the Terms and Conditions within 10 days from the delivery of the notice of change to the Terms and Conditions, without being obliged to pay a termination fee.

17.2. Any changes to the Terms and Conditions can only be made in writing. Limitation periods in relation to the rights of the contracting parties from the contract are governed by the relevant provisions of the Civil Code. A different determination of limitation periods can only be made in writing.

17.3. The terms and conditions enter into force and become effective on December 5, 2022.

17.4. The conditions apply to tours, stays and services offered and published in the CK catalog and fixed-price tours organized by CK