#### **General Terms and Conditions**

The purpose of these General Terms and Conditions (hereinafter referred to as "GTC") is to define the terms and conditions governing travel contracts, particularly travel packages and combined travel services, in accordance with Section 6:254 of Act V of 2013 on the Civil Code (Ptk), Government Decree 472/2017 (XII. 28.) on travel contracts, especially package travel contracts and combined travel arrangement contracts, Government Decree 470/2020 (X. 29.), and Government Decree 213/1996 (XII. 23.) on the activities of travel organizers and intermediaries (Utevr.). These GTC are established by Globus Travel Utazási Iroda Kft. (Company Registration Number: 01-09-182084, Tax Number: 23049226-2-43, Registered Address: 1022 Budapest, Bég utca 3-5., Registration Number: U-000543, hereinafter referred to as "Globus Travel Kft." or "Travel Organizer") and govern the individually unspecified terms of travel contracts between Globus Travel Kft. and the Travelers. Globus Travel Kft. declares that the travel services it provides are not aimed at violating the rights of children, especially crimes against sexual freedom and sexual morality committed against a person under the age of eighteen.

# 1. / Scope of the General Terms and Conditions

1.

1. Based on the travel contract, the Travel Organizer is obliged to organize and provide the travel services specified in the travel contract, including the travel itself, stays at various destinations, and related services (e.g., accommodation, transportation, meals, tour guiding, entertainment, cultural programs), or a combination of these services (the "Trip"). The Traveler is obliged to accept these services and pay the agreed price.

2.

2. A "Traveler" is any person who intends to conclude a travel contract for travel services or the arrangement thereof, or who is entitled to travel under such a contract.

Before the start of the trip, the Traveler may transfer their rights and obligations under the travel contract to a third party who meets the conditions specified in the travel contract. However, the original Traveler and the third party are jointly and severally liable for the obligations incurred before the transfer and for any additional costs arising from the transfer. The Traveler must inform the Travel Organizer and the travel intermediary (if applicable) of the transfer of rights and obligations to a third party who meets all the conditions specified in the travel contract no later than five days before the start of the travel service as per the contract. In the case of services linked to a specific person (e.g., flight tickets, accommodation), the name change or transfer may be subject to the service provider's approval and conditions, which are beyond the Travel Organizer's control. Upon notification of such a request, the Travel Organizer will promptly, but within one business day, attempt to initiate the Traveler's request with the relevant service providers. If the transfer of the contract is not possible or its fulfillment is not possible for one or more services due to services tied to a specific person or other reasons beyond the Travel Organizer's responsibility or control, or if it involves any costs, or if it results in the partial or complete failure of the travel contract, the Travel Organizer shall not be held liable in any way. The

Traveler bears these risks, the resulting costs, the risk of losing any payments or expenses already made, and the consequences. The Travel Organizer shall not be held responsible in any way for these, and no claims can be asserted against them for reimbursement.

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1.

3. Exceptions to which these General Terms and Conditions do not apply:

If Globus Travel Kft. acts as a travel intermediary on behalf of another travel organizer, then these General Terms and Conditions do not apply to the given travel contract, but rather the travel conditions of the respective travel organizer apply. Globus Travel Kft. will explicitly inform the Traveler of this before concluding the travel contract, and the Traveler explicitly accepts and acknowledges this by accepting the given contract. If Globus Travel Kft., at the Traveler's request, sells a participation ticket for the use of a means of transport or other independent service from a domestic or foreign service provider, these General Terms and Conditions do not apply, but rather the terms and conditions of the respective service provider apply. Globus Travel Kft. will inform the Traveler of this before concluding the contract, and the Traveler accepts and acknowledges this by accepting the given contract.

### 2. / Common Rules for Travel Service Contracts

#### 2.1 Definitions

### **Travel Service:**

- a) Any other tourist service that does not constitute an essential element of any of the travel services under points a)-c), such as, in particular, ensuring participation in a cultural event, ensuring participation in an exhibition, fair, or concert, ensuring attendance at a sporting event, rental of sports equipment for leisure purposes, provision of ski passes, ensuring participation in excursions, ensuring entry to amusement parks, providing tour guide services.
- b) The rental of a passenger car, a car or motorcycle as defined in the Joint Decree 1/1975. (II. 5.) KPM-BM on the rules of road traffic, and
- c) The provision of non-residential accommodation, which is not an essential element of any passenger transport service,
- d) Passenger transport,
  - 2.2 The travel service contract must be worded in a simple and comprehensible language, and in the case of a written contract, its readability must be ensured. When concluding the travel service contract or immediately thereafter, a copy of the contract or a confirmation thereof must be provided to the Traveler on a durable medium. If the travel service contract is concluded in the simultaneous physical presence of the parties, the Traveler is entitled to a printed copy of the contract. The travel service contract is concluded with the express acceptance of the order by the Travel Organizer, with the unanimous, accepting written

declaration of intent by both parties to the travel service contract, and with the Traveler's payment of the deposit. A written communication is considered to be a written communication personally handed over or sent by post on paper, as well as a communication transmitted via an electronic channel in accordance with the applicable legislation, which has been recorded on a durable medium in a way that can be reproduced without modification. A durable medium is a device

2.3 that enables the Traveler or the Travel Organizer to store the data addressed to them personally for a period of time appropriate to the purpose of the data and to reproduce the stored data unchanged in form and content.

### 2.4. Amendment

The provisions of point 2.2 shall apply mutatis mutandis to the amendment of the travel service contract.

- 3. / Content of travel service contracts
- 3.1. In the absence of any contrary or deviating stipulation, agreement between the parties or legal provision, the information, order, confirmation, payment and other documents provided by the Travel Organizer to the Traveler in accordance with the specifications and content of the given trip as well as these general terms and conditions form part of the travel service contract between the parties. By concluding the travel service contract, the Traveler declares that he/she has read these general terms and conditions in advance and expressly accepts their provisions as binding on him/herself.
- 3.2. The travel service contract or the contract confirmation must contain the following:
  - the name, registered office, telephone number, e-mail address and fax number of the travel organizer and, if the travel service contract is concluded through a travel intermediary, the name, registered office, telephone number, e-mail address and fax number of the travel intermediary, and, if applicable, the name, registered office, telephone number, e-mail address and fax number of the travel organizer's local representative;
  - a warning that the Traveler must communicate any complaints regarding the performance of the service undertaken in the travel service contract to the tour guide or, in the absence of a tour guide, to the local service provider without delay, in accordance with these GTC and the provisions of the Government Decree on travel packages and combined travel services;
  - the name, contact details and address of the insurer or financial institution with which the travel organizer has concluded a contract for the mandatory security required by the Utevr.;
  - the amount of the separately charged taxes, duties and other mandatory charges (such as resort fees, mooring fees, airport taxes) in HUF, as well as an indication of the types of additional costs that may be incurred and payable by the Traveler;

- the price of the service, including the organization fee (hereinafter referred to as the "participation fee"), specified in HUF;
- the total amount of the fee payable under the travel service contract, specified in HUF, as well as the terms, order and method of payment, and information on the possibility of modifying the fee or the method of calculation;
- the designation, registered office, tax number, company registration number, contact person's name and contact details of the service provider;
- the time and place of the service;
- the service ordered by the Traveler;
- the Traveler's full name and address, and, if necessary, his/her e-mail address;
- an indication of whether the intermediary acts as a travel organizer or a travel intermediary;
- the registration number of the travel organizer and the travel intermediary in the register kept under the Government Decree 213/1996 (XII. 23.) on the activities of travel organizers and intermediaries (hereinafter referred to as "Utevr."), in accordance with Article 10 (2) of the Government Decree 472/2017 (XII. 28.) on travel contracts, the travel organizer is obliged to communicate it to the tour guide or, in the absence of a tour guide, to the local service provider without delay; and
- if the liability of the travel organizer or its contributor is limited by an international convention, information thereon, indicating the legislation promulgating the relevant international convention.

If the Traveler concludes accident, sickness and baggage insurance through the Travel Organizer or the travel intermediary, and if the Travel Organizer has taken out insurance for the benefit of the Traveler - in accordance with Article 8 (1) (b) of the Utevr. - the Travel Organizer or the travel intermediary is obliged to hand over the insurance policy, the regulations of the given insurance product and the document entitling the Traveler to use the insurance to the Traveler at the same time as the travel documents entitling the Traveler to use the service under the travel service contract are handed over.

## 4. / Payment of fees and deposits for travel services

4.1. When concluding the travel service contract, the Traveler is obliged to pay a deposit of up to 40 percent of the service fee (participation fee). This provision may be deviated from if the contract concluded with the contributor (e.g. airline, accommodation) imposes a stricter obligation on the Travel Organizer, about which the Travel Organizer explicitly informs the Traveler before concluding the travel service contract and which the Traveler expressly accepts and acknowledges by accepting the given contract.

Payment of the full amount of the travel-related fee [participation fee and the taxes, duties and other mandatory charges (such as resort fees, mooring fees, airport taxes) charged separately in addition to the participation fee] may be requested by the Travel Organizer no earlier than 30 days before the start of the trip, unless earlier fulfillment is required due to a contract with a contributor, about which the Travel Organizer explicitly informs the Traveler before concluding the travel service contract and which the Traveler expressly accepts and acknowledges by accepting the given contract.

If the travel service contract is concluded less than 30 days before the start of the trip, the given travel service contract may stipulate different payment terms than the above, but in all

respects complying with the relevant legislation, and which specific terms are agreed upon by the parties before concluding the travel service contract.

The Travel Organizer shall inform the Traveler about the advance payment and payment terms for the specific trip or journey before concluding the travel service contract, and the Traveler shall conclude the travel service contract in the knowledge of these terms.

- 4.2. Payment may be made by bank transfer or deposit to a bank account, by cash payment at a pre-arranged time, or by any other means of payment agreed and accepted by the parties before the conclusion of the contract. If the Traveler fails to pay the fee when due, the Travel Organizer shall consider that the Traveler does not wish to participate in the trip, which shall be considered as a withdrawal by the Traveler for reasons within his/her own sphere of interest pursuant to point 5.4, accordingly, the Travel Organizer shall remove the Traveler from the list of applicants for participation and charge the Traveler for the cancellation and withdrawal costs incurred, which may even reach the full participation fee.
- 4.3. The Travel Organizer reserves the right to change the fees. The Travel Organizer may only unilaterally increase the total fee payable under the travel service contract by the Travel Organizer due to
- a) the price of passenger transport (including the cost of fuel or other energy sources), b) taxes, duties and other mandatory charges levied by third parties not directly involved in the performance of the travel service contract (such as resort fees, mooring fees, airport taxes), or c) changes in the exchange rates of the currency applicable to the given service.

Method of calculating the fee modification, the extent of the fee modification:

- 4.3. in cases a)-b): The transfer of the difference shall take place to the extent corresponding to the extent of the cost increase certified by the contributors participating in the performance of the contract.
- 4.3. in case c): Comparison of the foreign currency exchange rate quoted by the Hungarian National Bank on the day of the conclusion of the travel contract with the foreign currency exchange rate quoted by the Hungarian National Bank on the day of payment (usually payment of arrears). The travel contract shall be supplemented by the amount of the difference under the heading "exchange rate surcharge".

The reason for the price increase shall be communicated to the Traveler at the same time as the price increase is communicated. The price may only be increased - regardless of its extent - if the Travel Organizer informs the Traveler of this no later than twenty days before the start of the travel service. The Travel Organizer shall provide the information on the price increase on a durable medium, in a clear and comprehensible manner, with the justification for the price increase and the calculations.

4.4. The offer, travel service contract shall include the relevant fees - at least - in HUF, provided that amounts expressed in EUR may also be paid in EUR or HUF. In the case of payment in HUF of amounts given in EUR, the conversion shall be made at the EUR exchange rate quoted by the Hungarian National Bank + 3% exchange rate surcharge. The Traveler shall declare the currency of payment (EUR or HUF) chosen by him/her before the conclusion of the contract.

- 4.5. In addition to the above, in respect of the change in the foreign currency HUF exchange rate referred to in point 4.3 c), the reference exchange rate shall be understood as the exchange rate of the given currency quoted by the Hungarian National Bank on the day of the conclusion of the travel service contract +3% exchange rate surcharge.
- 4.6. If the Traveler uses services during the trip that are not included in the program or the travel service contract (optional programs, entrance tickets), he/she is obliged to pay their fees according to the provisions of the service provider in the given currency at his/her own expense, for which programs, services and payment of fees for them the Travel Organizer shall not be held liable in any way.
- 4.7. The Travel Organizer or the travel intermediary is obliged to provide the Traveler with the receipts, vouchers, tickets necessary for the use of the travel service, as well as information on the planned departure time, check-in time, intermediate stops, connections and planned arrival time, in good time before the start of the travel service, but at least five days before the travel service is used. If the travel service contract is concluded less than five days before the departure date, the documents entitling the Traveler to participate, to be provided by the Travel Organizer or travel intermediary, shall be handed over or transmitted electronically no later than the departure time. The availability of the boarding pass is determined by the airline, over which the Travel Organizer has no control.
- 4.8. Before concluding the travel service contract, the Travel Organizer shall inform the Traveler about the possibilities of taking out travel and cancellation insurance, the content and elements of the insurance contract, in particular the risks covered by the travel and cancellation insurance and the insurance premiums. The Travel Organizer shall make the regulations for the insurances available to the Traveler.

The total fee payable under the travel service contract does not include passenger cancellation or other insurance, in the absence of a different, express written stipulation or mandatory legal provision. The Traveler may take out such insurance with the Travel Organizer for a separate fee based on a separate offer. The Traveler acknowledges that in the absence of valid passenger and/or travel cancellation insurance, all risks of any circumstances, events of damage, travel incapacity, the consequences of which are exclusively the responsibility of the Traveler, which may arise before or during the trip, in connection with or related to the trip in any way, and which are not within the scope of the Travel Organizer, shall be borne exclusively by the Traveler, and in the absence of any deviating legal provision, in the event of cancellation due to reasons not within the scope of the Travel Organizer, the Traveler shall be exclusively and fully responsible for bearing all costs and legal consequences related to the cancellation.

If the Traveler takes out accident, sickness and baggage insurance through the Travel Organizer or travel intermediary, and if the Travel Organizer has taken out insurance for the benefit of the Traveler - in accordance with Article 8 (1) (b) of the Utevr. - the Travel Organizer or the travel intermediary is obliged to hand over the insurance policy, the regulations of the given insurance product and the document entitling the Traveler to use the insurance to the Traveler at the same time as the travel documents entitling the Traveler to use the service under the travel service contract are handed over.

5. / Termination of the travel service contract

- 5.1. The Traveler may terminate the contract at any time in accordance with the provisions of the travel service contract.
- 5.2. If the Travel Organizer intends to significantly modify an essential condition of the travel service contract (in particular, but not limited to, the conditions specified in point 5.6 fall within this scope) before departure for reasons beyond its control, in particular if the amount of the price increase exceeds eight percent, it is obliged to inform the Traveler of this immediately. In this case, the Traveler may at his/her option terminate the travel service contract without paying a cancellation fee, or if he/she accepts the changes together with the related modification of the participation fee, the parties shall modify the travel service contract. The Traveler is obliged to inform the Travel Organizer of his/her decision immediately.
- 5.3. If the Travel Organizer terminates the contract for reasons not attributable to the Traveler, including the case where the destination or the route leading to it concerns an area that after the conclusion of the travel service contract -
  - is included in the list published on the website of the ministry responsible for foreign policy as travel destination countries and regions "not recommended for travel",
  - a) the Traveler is entitled to a substitute service of the same or higher value as the original, or
  - b) if the travel organizer is unable to provide the substitute service referred to in point a) or the Traveler does not accept the offered substitute service, the Travel Organizer is obliged to immediately refund the full paid fee.

If the substitute service referred to in point a) is of lower value than the original, the Travel Organizer is obliged to reimburse the Traveler for the difference in price.

- 5.4. If the Traveler terminates or withdraws from the contract for reasons within his/her own sphere of interest or responsibility, he/she is obliged to pay the Travel Organizer in the absence of a different provision in the travel service contract or mandatory applicable law the following cancellation fee, expressed as a percentage of the participation fee specified in the travel service contract for the given travel service:
  - 10% for cancellation or termination 60-36 days before the start of the trip (60-46 days in the case of a travel service contract for the use of accommodation, e.g. apartment);
  - 30% for cancellation or termination 35-26 days before the start of the trip (45-26 days in the case of an apartment);
  - 50% for cancellation or termination 25-14 days before the start of the trip;
  - 75% for cancellation or termination 13-8 days before the start of the trip;
  - 100% in case of cancellation or termination within 7 days before the start of the trip, or no-show at the place and time of departure of the trip (which qualifies as cancellation).

The cancellation fee may not exceed the amount of the participation fee.

5.5. If the travel service contract, travel package includes a service the fee for which is partially or fully non-refundable, or if only a flight ticket is purchased, or if one or all elements of the services are services provided by travel organizers/partners, the payment of the cancellation fee or cancellation fee payable in case of the Traveler's withdrawal shall be

valid according to the terms and conditions of the travel organizer(s)/partner(s) concerned. The Travel Organizer shall inform the Traveler of the terms and conditions before the conclusion of the contract.

5.6. If the Traveler wishes to materially modify the services ordered under the contract for reasons within his/her own sphere of interest (e.g. in terms of date, destination, number of participants and/or accommodation), in the absence of a different agreement, stipulation or legal provision, it shall be considered as a withdrawal within the Traveler's sphere of interest and a new order from the Traveler, and the provisions of point 5.4 shall apply.

Modifications to the name, administration and other modifications due to reasons within the Traveler's interest and responsibility are possible for a service fee of HUF 5,000/person/modification, and only if the modification conditions of the service allow it.

- 6. / Provisions regarding the defective performance of the travel service contract
- 6.1. The Travel Organizer is responsible for the performance of the travel service undertaken in the travel service contract, irrespective of whether it is obliged to perform the travel services itself or by another travel service provider.
- 6.2. The Traveler is obliged, taking into account the circumstances of the case, to immediately inform the Travel Organizer or the Travel Intermediary of any breach of contract that he/she has observed during the provision of a travel service specified in the travel service contract. If the Traveler has concluded the travel service contract with a travel intermediary, he/she may also submit his/her observations regarding the travel service directly to the travel intermediary, who is obliged to forward the Traveler's observations to the Travel Organizer without delay. For the purposes of calculating deadlines and limitation periods, notification to the travel intermediary shall be deemed to be notification to the Travel Organizer.
- 6.3. If the Travel Organizer fails to perform the undertaken service in accordance with the travel service contract, it is obliged to reduce the participation fee proportionally. The Travel Organizer is not obliged to reduce the participation fee if the Traveler does not use the travel service or any part thereof at his/her own discretion or for reasons within his/her own sphere of interest.
- 6.4. If, after the commencement of the trip, the Travel Organizer is unable to perform a significant part of the service specified in the travel service contract, it is obliged to replace it with other appropriate, similar quality partial services. If the value of such partial service exceeds the value of the non-performed partial service, the cost difference may not be passed on to <sup>1</sup> the Traveler. If the Travel Organizer is unable to provide such a substitute partial service, or the Traveler justifiably refuses it, the Travel Organizer if the Traveler so requests shall arrange for the Traveler's transport back to the place of departure of the trip or to another place of return acceptable to the Traveler in the destination country, bear these costs, and refund the paid fee reduced by the value of the services used.
- 6.5. In the event of defective performance of the service specified in the travel service contract, the Traveler is obliged to immediately notify his/her complaint to the tour guide or, in the absence of a tour guide, to the local service provider, taking into account the provisions of point 6.2. The Traveler is responsible for any damage caused by the delayed notification.

The tour guide is obliged to ensure that the complaint is reported to the local service provider. The tour guide is obliged to record the Traveler's notification or the fact that it has been communicated to the local service provider in a report and to hand over a copy of it to the Traveler. The tour guide is obliged to inform the Travel Organizer immediately and to take the necessary measures without delay. In the absence of a tour guide - if the local service provider has not remedied the complaint - the Traveler is obliged to inform the Travel Organizer or the travel intermediary through whom he/she concluded the travel service contract.

If the Travel Organizer fails to remedy the breach of contract within a reasonable time limit set by the Traveler, the Traveler may do so themselves and request reimbursement for the necessary expenses. The Traveler is entitled to remedy the breach of contract without setting a time limit if the Travel Organizer refuses to do so or immediate action is required.

- 6.6. If the number of Travelers taking the same service at the same time, on the same route, reaches fifteen, the Travel Organizer is obliged to ensure that the group is accompanied by a person authorized to guide, who speaks the language of the destination country or a widely used global language. A group leader authorized for guiding is not required if the members of the group do not request it.
- 6.7. If the trip is carried out using chartered passenger transport, the Travel Organizer is responsible for ensuring that the documents prescribed by law including the passenger list are available to the bus driver.
- 6.8. The Travel Organizer is liable for damages arising from the breach of the travel service contract, unless it proves that the breach of contract
- a) was attributable to the Traveler,
- b) is attributable to a third party not involved in the performance of the travel service contract and the breach of contract was not foreseeable by the Travel Organizer with due diligence, or was unavoidable, or
- c) was caused by unavoidable and extraordinary circumstances (force majeure).

In cases b) and c), the Travel Organizer is obliged to cooperate with the Traveler and provide assistance to them if they find themselves in a difficult situation.

The Travel Organizer is responsible for the conduct of the contributors used to perform the service as if it had acted itself, unless the liability of the contributor is limited by an international convention. According to the above, in particular, but not exclusively, if the Travel Organizer uses an airline to carry out the trip, its liability is governed by the Montreal Convention promulgated by Act VII of 2005, Regulation (EC) No 261/2004 in case of denied boarding, cancellation or long delay of flights, and the provisions of Government Decree 25/1999 (II.12.) on the rules of air passenger transport. Since the departure times are determined by the airlines, this is beyond the Travel Organizer's control. The Travel Organizer bears no responsibility whatsoever for the schedules of public transport used, or for changes in the route, or for costs, damages related to possible baggage delays, for the omission of further services resulting therefrom, for the consequences and damages arising therefrom.

The Traveler is responsible for the safekeeping of their luggage during the trip, unless it has been taken over by the Travel Organizer or its contributor for the purpose of transportation or safekeeping.

If the Traveler has concluded the travel service contract through a travel intermediary, they may also submit their warranty, compensation and damage claims related to the breach of the travel service contract to the travel intermediary.

- 6.9. The Travel Organizer's liability for damages arising from the non-performance or defective performance of the travel service contract, or the compensation for non-pecuniary damage, is limited to three times the amount of the participation fee, up to the amount of the participation fee, unless otherwise provided by mandatory applicable law, which the Traveler expressly acknowledges and accepts by concluding the travel service contract.
- 7./ Special rules for travel package contracts

# 7.1. Definitions, Exceptions

- **7.1.1. Definition of Travel Package:** the combined use of at least two different types of travel services for the purposes of the same trip or vacation, if
  - the travel services in question are combined by a single entrepreneur, including if this is done at the Traveler's request or in accordance with their selection, before the conclusion of a single contract covering all services, or
  - regardless of whether separate contracts are concluded with the individual travel service providers,
  - ba) the contracts for the travel services in question are concluded at a single point of sale and the selection of the services is made before a contract is concluded with the Traveler,
  - bb) the travel services in question are offered or provided for a total price or a combined price is charged for them,
  - bc) the travel services in question are advertised or provided under the designation "package" or other similar name,
  - bd) the travel services in question are combined after the conclusion of a contract under which the entrepreneur grants the Traveler the right to choose between different types of travel services, or
  - be) the contracts for the travel services in question are concluded with different entrepreneurs within the framework of linked online booking processes, during which the entrepreneur with whom the Traveler first concludes a contract transmits the Traveler's name, payment data and e-mail address to one or more other entrepreneurs, and a contract is concluded between them within 24 hours at the latest following confirmation of the booking of the first travel service.
- 7.1.2. The provisions contained in point 7 of these GTC shall not apply to the following:
- a) travel packages lasting less than twenty-four hours, unless they include overnight accommodation,
- b) travel packages that are offered or facilitated occasionally and on a non-profit basis, limited exclusively to a small circle of Travelers,

c) travel packages provided to a natural or legal person acting for the purposes of their profession, independent profession or business activity, for the purpose of organizing business trips, on the basis of a framework contract concluded for several travel services or for a specific period.

Combinations of travel services shall not be considered travel packages in cases where they combine a maximum of one type of travel service mentioned in point 2.1. a), b) or c) with one or more tourist services mentioned in point 2.1. d), if these are services that

- a) do not reach twenty-five percent of the value of the travel package and are not advertised as the essential element of the combination, or regardless of the method of advertising do not constitute an essential element thereof, or
- b) are selected and contracted only after the performance of a travel service according to point 2.1. a), b) or c) has begun.

## 7.2. Information obligation prior to the conclusion of a contract for a travel package

The Travel Organizer - or, in the case of providing the travel package through a travel intermediary, the travel intermediary in addition to the Travel Organizer - is obliged to provide general information to the Traveler before the Traveler makes their contractual declaration, using the standard information sheet contained in Annex 1 or 2 of these GTC.

The Travel Organizer - or, in the case of providing the travel package through a travel intermediary, the travel intermediary in addition to the Travel Organizer - is obliged, before the Traveler makes their contractual declaration, to provide the Traveler with information on the following, in addition to the information provided on the above-mentioned standard information sheet, if it is necessary due to the nature of the travel service included in the travel package:

- a) the essential elements of the travel services, in particular
- aa) the destination or destinations, the itinerary and the duration of the stay, indicating the dates, and if accommodation is also part of the travel package, indicating the number of nights included in the package,
- ab) the characteristics and category of the means of transport or means of transport, the place, date and time of departure and arrival, the duration and place of intermediate stops, and transport connections,
- ac) if the exact time has not been determined, the approximate time of departure and return,
- ad) the location of the accommodation, with the main features indicated and, if possible, its classification into a tourist class according to the rules of the destination country,
- ae) information on meals (meal schedule),
- af) visits, excursions or other services included in the total price of the travel package,

- ag) if a travel service can be used in a group, this shall be indicated, and if it can be determined in advance, the size of the group shall be indicated,
- ah) if the Traveler can use other tourist services through oral communication, an indication of the language in which the services they wish to use are provided,
- ai) an indication of whether the trip or vacation is suitable for persons with reduced mobility, or, at the Traveler's request, information as to whether the trip or vacation is suitable for them, taking into account their individual needs,
- b) the name, address, telephone number and if available e-mail address of the travel organizer and, in the case of providing the travel package through a travel intermediary, the travel intermediary, as well as information as to whether the contracting party with the Traveler acts as a travel organizer or a travel intermediary,
- c) the total price of the travel package, including taxes, and all additional fees, duties and other costs, or, if these costs cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs that <sup>1</sup> may be incurred and payable by the Traveler,
- d) the payment terms, including the amount or percentage of the fee to be paid as a deposit, as well as the schedule for settling the remaining fee, or the financial security to be paid or provided by the Traveler,
- e) the minimum number of Travelers required for the provision of the travel service, as well as the deadline by which the travel organizer may before the start of the travel service cancel the travel service contract if the minimum number of Travelers is not reached,
- f) information on the travel document and visa requirements of the countries involved in the trip, including the approximate processing time for visa applications, as well as information on health regulations,
- g) information on the costs incurred in the event of the Traveler's cancellation, or on optional or mandatory insurance covering assistance in the event of an accident, illness or death, including the costs of repatriation,
- h) information that the Traveler is entitled to withdraw from the contract at any time before the start of the travel package, subject to appropriate cancellation fees, or, where applicable, a standard cancellation fee charged by the travel organizer.

In the case of a travel package contract concluded by telephone, the Travel Organizer or travel intermediary shall provide the Traveler with general information in accordance with the provisions of Annex 2 of the GTC, and shall inform the Traveler of the provisions of points 7.2. a)-h).

The conditions communicated to the Traveler in accordance with points 7.2. a), c), d), e) and h) form an essential part of the travel package contract and may only be amended with the express consent of the contracting parties. Before concluding the travel package contract, the Travel Organizer or travel intermediary shall communicate to the Traveler, in a clear,

comprehensible and explicit manner, any changes to the information provided prior to the conclusion of the contract.

If, before the Traveler makes their contractual declaration, the Travel Organizer fails to fulfill its information obligation under point 7.2. c) regarding additional fees, duties or other costs, the Traveler shall not be obliged to pay these additional costs.

In the case of a travel package as defined in point 7.1.1. be) of these GTC, the Travel Organizer and the entrepreneur to whom the data have been transmitted shall each separately inform the Traveler of the provisions of points 7.2 a)-h) before the Traveler makes their contractual declaration. At the same time, the Travel Organizer shall also provide general information in accordance with Annex 3 of the GTC.

The Travel Organizer and the travel intermediary shall communicate the above information in a clear, comprehensible and explicit manner, and in the case of written communication, shall ensure readability. The burden of proving that the information obligation towards the Traveler has been fulfilled lies with the Travel Organizer.

## 7.3. Content of the travel package contract

7.3.1. The travel package contract must be worded in a simple and comprehensible language, and in the case of a written contract, its readability must be ensured. The travel organizer and the travel intermediary must provide the Traveler with a copy of the contract or a confirmation thereof on a durable medium immediately upon conclusion of the travel package contract or thereafter. If the travel package contract is concluded in the simultaneous physical presence of the parties, the Traveler is entitled to a printed copy of the contract.

In the case of a contract concluded off-premises, the travel organizer and the travel intermediary shall provide the Traveler with a copy of the travel package contract or a confirmation thereof on paper or, if the Traveler agrees to this, on another durable medium.

A contract concluded off-premises: a consumer contract

- a) which was concluded by the parties in the simultaneous physical presence of the parties at a place other than the business premises of the undertaking;
- b) in respect of which the offer was made by the consumer to the undertaking under the circumstances defined in point a) above;
- c) which was concluded directly after the undertaking in the simultaneous physical presence of the parties personally and individually contacted the consumer at a place other than the undertaking's business premises, using the undertaking's business premises or means of distance communication; or
- d) which was concluded during a trip organized by the undertaking for the purpose of selling or promoting products or services to consumers.
- 7.3.2. The travel package contract or the contract confirmation includes the full content of the agreement, in particular the information covered by points 7.2. a)-h), as well as the following:

- a) the special requirements related to the service ordered by the Traveler, which the travel organizer has accepted,
- b) the travel organizer's declaration that it is responsible for the proper performance of all travel services included in the contract and that the travel organizer is obliged to provide assistance to the Traveler if they find themselves in a difficult situation during the trip,
- c) the name, contact details and address of the insurer or financial institution responsible for providing insolvency protection, with which the travel organizer has concluded a contract for the mandatory insurance and financial security required by the Utevr., as well as the name and contact details of the authority designated for this purpose,
- d) the name, registered office, telephone number, e-mail address and if available fax number of the travel organizer's local representative, a designated contact point or other service provider, so that if the Traveler finds themselves in a difficult situation or wishes to complain about a breach of contract they have observed in connection with the travel package, rapid and effective communication with the travel organizer is ensured,
- e) if a minor is traveling without being accompanied by a parent or legal guardian under a travel package contract that includes accommodation, information on how to establish direct contact with the minor or the person responsible for the minor at the minor's place of residence.
- f) information that the Traveler is obliged to immediately notify the travel organizer of any breach of contract observed in connection with the travel package,
- g) information on the available complaint handling or dispute resolution procedures,
- h) information on the Traveler's right to transfer the contract.
- 7.3.3. In the case of a travel package as defined in point 7.1.1. be) of these GTC, the entrepreneur to whom the data have been transmitted shall inform the Travel Organizer of the conclusion of the contract resulting in the creation of the travel package. The entrepreneur must provide the Travel Organizer with all the information necessary for the Travel Organizer to fulfill its obligations. As soon as the Travel Organizer becomes aware of the creation of the travel package as described above, it must provide the Traveler with the information contained in points 7.3.2. a)-h) on a durable medium.

The above information must be communicated in a clear, comprehensible and explicit manner.

7.3.4. The Travel Organizer is obliged to provide the Traveler with the receipts, vouchers, insurance policy in the Traveler's name, tickets necessary for the use of the travel service, as well as information on the planned departure time, check-in time, intermediate stops, connections and planned arrival time, in good time before the start of the travel service, before the travel service is used.

### 7.4. Modification and transfer of the travel package contract

#### 7.4.1. Contract modification

- 7.4.1.1. The Travel Organizer reserves the right to unilaterally increase the fee following the conclusion of the travel package contract. The fee may only be unilaterally increased by the Travel Organizer due to
- a) the price of passenger transport, the cost of fuel or other energy sources,
- b) changes in the exchange rates of the currency applicable to the given travel service, or
- c) taxes, duties and other mandatory charges levied by third parties not directly involved in the performance of the travel service contract (such as resort fees, mooring fees, airport taxes), or

Method of calculating the fee modification, the extent of the fee modification:

- 7.4.1.1. in cases a)-b): The transfer of the difference shall take place to the extent corresponding to the extent of the cost increase certified by the contributors participating in the performance of the contract.
- 7.4.1.1. in case c): Comparison of the foreign currency exchange rate quoted by the Hungarian National Bank on the day of the conclusion of the travel contract with the foreign currency exchange rate quoted by the Hungarian National Bank on the day of payment (usually payment of arrears). The travel contract shall be supplemented by the amount of the difference under the heading "exchange rate surcharge".
- 7.4.1.2. If the amount of the fee increase pursuant to 7.4.1.1. exceeds eight percent of the total fee payable by the Traveler, the provisions of points 7.4.1.6. 7.4.1.10. of these GTC shall apply.
- 7.4.1.3. The fee may be increased regardless of its extent only if the Travel Organizer informs the Traveler of this no later than twenty days before the start of the travel package. The travel organizer shall inform the Traveler of the fee increase on a durable medium, in a clear and comprehensible manner, with the justification for the fee increase and the calculations.
- 7.4.1.4. The Traveler is also entitled to a fee reduction in respect of costs arising from a reduction in the costs specified in points 7.4.1.1. a)-c) above occurring after the conclusion of the contract but before the start of the travel package.

In the event of a fee reduction, the Travel Organizer is entitled to deduct the actually incurred administrative costs from the amount to be refunded to the Traveler. The Travel Organizer must certify these costs at the Traveler's request.

- 7.4.1.5. Before the start of the travel package, the travel organizer may unilaterally modify the terms of the travel package contract with the exception of the fee modifications described in points 7.4.1.1-7.4.1.4 and reserves this right, provided that the change is not significant and the Travel Organizer informs the Traveler of the modification in a clear, comprehensible and explicit manner, on a durable medium.
- 7.4.1.6. If, before the start of the travel package, the Travel Organizer significantly changes an essential element of a travel service as defined in point 7.2. a), or cannot fulfill the special

requests under point 7.3.2. a), or proposes an increase in the total price of the travel package of more than eight percent in accordance with point 7.4.1.2., the Traveler - within a reasonable time limit set by the Travel Organizer - is entitled to

- a) accept the proposed change, or
- b) terminate the travel package contract without paying a cancellation fee.
- 7.4.1.7. If the Traveler terminates the travel package contract and the Travel Organizer offers another travel package, it must primarily offer a travel package of the same or higher quality.
- 7.4.1.8. If the modification pursuant to point 7.4.1.6. concerning the travel package contract or another travel package offered by the travel organizer results in a travel package of lower quality or value, the Traveler is entitled to an appropriate fee reduction.
- 7.4.1.9. If the Traveler terminates the travel package contract pursuant to point 7.1.4.6. b) and does not accept another travel package, the travel organizer shall refund the Traveler the full fee paid by them or on their behalf without delay, but no later than within fourteen days of the termination of the contract. The Traveler is entitled to compensation for damage arising from the termination of the contract, subject to the provisions of points 7.7.2. 7.7.3.
- 7.4.1.10. The travel organizer shall inform the Traveler without undue delay, in a clear, comprehensible and explicit manner, on a durable medium,
- a) of the changes pursuant to point 7.4.1.6. and the entitlement to a fee reduction pursuant to point 7.4.1.8.,
- b) in the case referred to in point 7.4.1.7., of the other travel package offered and its price.
- c) that if the Traveler does not respond within the deadline mentioned in point b), the contract shall terminate on the day following the expiry of the deadline, and
- d) of the reasonable time limit within which the Traveler must inform the travel organizer of their decision pursuant to point 7.4.1.6.,

### 7.4.2. Transfer

The Traveler is entitled to transfer their rights and obligations arising from the travel package contract to a person who meets all the conditions contained in the contract, provided that they inform the Travel Organizer of this within a reasonable time before the start of the travel package, on a durable medium. Notification at least seven days before the start of the travel package shall in any case be considered notification within a reasonable time.

The party leaving the travel contract and the party entering the contract shall be jointly and severally liable for the payment of the participation fee under the contract and any additional fees, charges and other costs arising from the transfer of the contract. The Travel Organizer must inform the outgoing party to the contract of the actual costs of the transfer. These costs may not be disproportionate and may not exceed the Travel Organizer's actual costs arising from the transfer of the travel package contract. The Travel Organizer shall provide the

outgoing party to the contract with the documents relating to the additional fees, charges and other costs arising from the transfer of the travel contract.

## 7.5. Termination of the travel package contract

7.5.1. The Traveler may terminate the travel package contract at any time before the start of the travel package. If the Traveler terminates the travel package contract in accordance with this paragraph, they may be required to pay a reasonable and justified cancellation fee.

If the Traveler withdraws from the contract for reasons within their own sphere of interest or responsibility, they are obliged to pay the cancellation fee specified in point 5.4 of the GTC, which the Traveler accepts by concluding the travel contract. At the Traveler's request, the Travel Organizer is obliged to justify the amount of the cancellation fee.

The Travel Organizer shall reimburse the Traveler for the full price paid by or on behalf of the Traveler as consideration for the travel package, less the cancellation fee. Reimbursement to the Traveler shall be made without delay, but no later than within 14 days of the termination of the travel package contract.

- 7.5.2. Notwithstanding the provisions of point 7.5.1, the Traveler is entitled to terminate the travel package contract without paying a cancellation fee before the start of the travel package if, at the place of destination or in its immediate vicinity, if the destination or its immediate surroundings are included in the list published on the website of the ministry responsible for foreign policy as "not recommended for travel" unavoidable and extraordinary circumstances occur which significantly affect the performance of the travel package or significantly affect the transport of Travelers to the destination. In the event of termination of the travel package contract pursuant to this paragraph, the Traveler is entitled to a refund of the full price paid as consideration for the travel package, but may not claim further compensation.
- 7.5.3. The travel organizer is entitled to terminate the travel package contract without being obliged to pay compensation and is obliged to refund the Traveler the full price paid as consideration for the travel package if
- a) the number of persons registered for the travel package does not reach the minimum number specified in the contract and the travel organizer notifies the Traveler of the termination of the contract within the deadline specified in the contract, but no later than as follows:
- aa) twenty days before the start of the travel package in the case of trips longer than six days,
- ab) seven days before the start of the travel package in the case of trips between two and six days, ac) forty-eight hours before the start of the travel package in the case of trips shorter than two days, or
- b) the travel organizer is prevented from fulfilling the contract due to unavoidable and extraordinary circumstances and notifies the Traveler of the termination of the contract without undue delay before the <sup>1</sup> start of the travel package.

7.5.4. In the cases referred to in points 7.5.2 and 7.5.3, the travel organizer shall reimburse the full price paid as consideration for the travel package. Reimbursement to the Traveler shall be made without delay, but no later than within 14 days of the termination of the travel package contract.

## 7.6. Performance of the travel package contract

- 7.6.1. The Travel Organizer is responsible for the performance of the travel service undertaken in the travel package contract, even if other travel service providers are obliged to perform the travel services.
- 7.6.2. Taking into account the circumstances of the case, the Traveler is obliged to immediately inform the Travel Organizer or the travel intermediary via one of the contact details recorded in the travel contract of any breach of contract that they observe during the provision of a travel service specified in the travel package contract.
- 7.6.3. The Travel Organizer is obliged to remedy the breach of contract, unless
  - 1. it is impossible, or
  - 2. it involves disproportionate costs, taking into account the severity of the breach of contract and the value of the travel services concerned.

If the Travel Organizer fails to remedy the breach of contract for any of the above reasons, the Traveler is entitled to a price reduction or compensation.

- 7.6.4. If the Travel Organizer fails to remedy the breach of contract within a reasonable time limit set by the Traveler with the exception of the reason specified in point 7.6.3. a) or b) the Traveler may do so themselves and request reimbursement for the necessary expenses. The Traveler is entitled to remedy the breach of contract without setting a time limit if the Travel Organizer refuses to do so or immediate action is required.
- 7.6.5. If a significant part of a travel service cannot be provided in the manner specified in the travel package contract, the travel organizer is obliged to offer the Traveler, without charging any additional costs, a suitable substitute service of the same or higher quality, if possible, for the continuation of the trip, including when it is unable to return the Traveler to the place of departure in accordance with the contract.
- 7.6.6. If the offered substitute service is of a lower quality than that specified in the travel package contract, the Travel Organizer shall provide the Traveler with an appropriate price reduction.
- 7.6.7. The Traveler may only refuse the offered substitute service if it differs significantly from the provisions of the travel package contract, or if the price reduction offered by the Travel Organizer is not adequate.
- 7.6.8. If the breach of contract affects the essential content of the travel package contract and the Travel Organizer fails to remedy it within a reasonable time limit set by the Traveler, the Traveler is entitled to terminate the travel package contract without paying a cancellation fee and may claim a price reduction or compensation.

- 7.6.9. If the provision of the substitute service is not possible or the Traveler lawfully refuses it pursuant to point 7.6.7, the Traveler is still entitled to a price reduction or compensation, even if they have not exercised their right of termination.
- 7.6.10. If the travel package includes the Traveler's transport, the Travel Organizer, in addition to the provisions of points 7.6.8 and 7.6.9, shall ensure the Traveler's return transport by means of transport in accordance with the travel package contract without undue delay and without any additional costs to the Traveler.
- 7.6.11. If it is not possible to ensure the Traveler's return transport in accordance with the travel package contract due to unavoidable and extraordinary circumstances, the Travel Organizer shall bear the costs of accommodation for a maximum of three nights per Traveler, as needed, preferably in a category identical to the original one. If the EU's generally applicable, directly applicable legal acts on passenger rights, relating to the means of transport to be used for the Traveler's return journey, provide for a longer period, the latter shall apply.
- 7.6.12. The limitation of costs under point 7.6.11 shall not apply to persons with reduced mobility as defined in Article 2(a) of Regulation (EC) No 1107/2006 and their accompanying persons, pregnant women and unaccompanied minors, and persons requiring special medical assistance, provided that the travel organizer was informed of these specific needs at least forty-eight hours before the start of the travel package. For the purpose of limiting liability under point 7.6.11, the Travel Organizer may not invoke unavoidable and extraordinary circumstances if the transport service provider concerned could not invoke such circumstances under the EU's generally applicable, directly applicable legal acts.
- 7.6.13. Even in the event of the circumstances described in point 7.6.12, the Travel Organizer shall provide appropriate assistance to the Traveler in difficulty without undue delay. The assistance obligation shall be fulfilled in particular by
- a) providing adequate information on health services, local authorities and consular assistance, and
- b) assisting with communication by means of telecommunications and with finding alternative travel arrangements.

The Travel Organizer is entitled to a reasonable fee for this service if the difficult situation was intentionally or negligently caused by the Traveler themselves. This fee may not exceed the Travel Organizer's actual costs incurred.

7.6.14. In the event that the travel package is provided through a travel intermediary, the Traveler is entitled to address their comments, requests and complaints regarding the performance of the travel package directly to the travel intermediary from whom they purchased the travel package. The travel intermediary is obliged to forward the Traveler's comments, requests and complaints to the Travel Organizer without delay. For the purposes of complying with deadlines and limitation periods, communication with the travel intermediary shall be deemed communication with the Travel Organizer.

### 7.7. Price reduction and compensation

- 7.7.1. The Traveler is entitled to a price reduction for the period during which the performance was not in conformity with the contract, unless the Travel Organizer proves that the breach of contract was attributable to the Traveler.
- 7.7.2. The Traveler is entitled to compensation from the Travel Organizer for any damage suffered by the Traveler as a result of the non-conforming performance of the services. The compensation shall be paid without undue delay.
- 7.7.3. The Traveler is not entitled to compensation if the Travel Organizer proves that the breach of contract
- a) was attributable to the Traveler,
- b) is attributable to a third party not involved in the performance of the travel package contract and the breach of contract was not foreseeable by the travel organizer with due diligence, or was unavoidable, or
- c) was caused by unavoidable and extraordinary circumstances.
- 7.7.4. If international conventions limit the extent or conditions of the compensation payable by the provider of a travel service forming part of the travel package, the same limitations shall apply to the Travel Organizer.
- 7.7.5. If international conventions do not limit the extent of the compensation payable by the service provider, the provisions of the Civil Code (Ptk.) on the extent of damage caused by breach of contract shall apply to the extent of the compensation payable by the travel organizer. In this case, the amount of compensation payable by the travel organizer excluding compensation for personal injury or damage caused intentionally or by gross negligence is limited to three times the total participation fee of the travel package, which the Traveler accepts by concluding the travel contract.
- 7.7.6. The right to compensation or a price reduction under points 7.7.1-7.7.5 above shall be without prejudice to the Traveler's rights under Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation 1 or long delay of flights, and repealing Regulation (EEC) No <sup>2</sup> 295/91, Regulation (EC) No 1371/2007 of the European Parliament and of the Council on rail passengers' rights and obligations, Regulation <sup>3</sup> (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, <sup>4</sup> Regulation (EU) No 1177/2010 of the European Parliament and of the Council concerning the rights of passengers travelling <sup>5</sup> by sea and inland waterway and amending Regulation (EC) No 2006/2004, and Regulation (EU) No 181/2011 of the European Parliament and of the Council concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, <sup>6</sup> and international conventions. In order to avoid excessive compensation, the amount of compensation and price reductions, or the amount of compensation and price reductions under the referenced regulations and international conventions, shall be deducted from each other.
- 7.8. Travelers may not waive their rights under the travel package contract. A waiver is null and void. Any agreement between the Traveler and the Travel Organizer or any legal

declaration made by the Traveler that directly or indirectly results in the Traveler waiving their rights arising from the law or the travel package contract, or that results in the restriction of these rights, or that aims to circumvent the application of these provisions, shall be null and void. The nullity may be invoked by the Traveler.

# 8. / Passport, visa and customs regulations

The Traveler is responsible for complying with passport (or personal identification document entitling them to travel), visa, customs and health regulations. The Travel Organizer shall inform the Traveler of the above rules before the conclusion of the contract, and subsequently of any possible modifications thereto, the occurrence of which the Traveler acknowledges by concluding the travel contract and is obliged to comply with the entry and exit, residence, health and other laws and regulations of the countries concerned at their own expense and responsibility, and the Travel Organizer shall not be held liable for them or for their non-compliance by the Traveler.

# 9. / Other provisions

- 9.1. The Travel Organizer may sell any remaining capacity or the given trip to others at different prices than the Traveler, sometimes at discounted prices (e.g. last minute or within other promotions). The Traveler who previously paid a fee without any discounts is not entitled to any refund, fee, or other discounts or reductions. The discounts announced during the sales period cannot be combined and cannot be applied to previously submitted and confirmed orders.
- 9.2. Globus Travel Kft. fulfills its insurance obligations under the Utevr. as described therein, also taking into account Government Decree 470/2020. (X. 29.). Regarding the financial security prescribed for operation, the Travel Organizer has concluded an "insurance contract for the financial security of tour operators" with AEGON Magyarország Általános Biztosító Zrt. (Mailing address: Aegon Magyarország Biztosító Zrt., National Claims Settlement Center, 9701 Szombathely Pf. 63. Phone: +36-1/477-4800 E-mail: okk-szemelyszolgaltatas@aegon.hu). Based on the contract, for those returning between 01.01.2022 and 31.12.2022;
  - 1. In the case of international tour organization, the financial security is:
  - HUF 42,000,000 as a guarantee for the refund of paid advances and participation fees, policy number: VBB 101173/190513;
  - HUF 4,200,000 as a guarantee for the financing of repatriation and forced stay abroad, policy number: VBB 101173/190513.
  - 2. In the case of domestic tour organization, the financial security is:
  - HUF 550,000 in relation to the refund of paid advances and participation fees, and
  - HUF 55,000 as a guarantee for the financing of repatriation and forced stay abroad, policy number: VBB 101174/190514.

In the event that the travel company does not fulfill its obligations regarding the repatriation of Travelers or the refund of the advance or participation fee, the Traveler may turn to the licensing authority or directly to the insurer to enforce their claims.

- 9.3. The telephone number of the 24-hour duty service maintained by the Travel Organizer for Travelers for their questions and problems arising during the trips is: +36-70-414-1237.
- 9.4. The place for submitting consumer complaints related to the Travel Organizer's procedures and performance, and for handling complaints is the Travel Organizer's headquarters at 1114 Budapest, Bukarest u. 3. 1/5. Consumer complaints can also be submitted by post to the above address, or by e-mail to the sales@globustravel.hu e-mail address. Consumer complaints are investigated in accordance with the provisions of Act CLV of 1997 on consumer protection. If the complaint handling does not lead to a result, Travelers, as consumers, may, in addition to the possibility of enforcing their claims out of court, also turn to the Conciliation Body operating alongside the Chamber of Commerce and Industry competent according to their place of residence, stay or headquarters, stating that the rules governing the procedure of the conciliation bodies are contained in Sections 18-38 of Act CLV of 1997. The Travel Organizer submits to the procedure and decision of the conciliation bodies operating alongside the Chambers of Commerce and Industry with regard to the out-of-court settlement of legal disputes and consumer claims.

In addition to the above, Travelers may also turn to the Government Office competent according to their place of residence, stay or headquarters with their consumer protection complaints.

The Travel Organizer informs Travelers that the contact details of the conciliation body and consumer protection authority competent according to their headquarters are as follows:

Borsod-Abaúj-Zemplén County Chamber of Commerce and Industry Conciliation Board 3525 Miskolc, Szentpáli u. 1.

Tel.: +36-46-501-091, 501-090 E-mail: bekeltetes@bokik.hu http://www.bekeltetes.borsodmegye.hu/

Borsod-Abaúj-Zemplén County Technical Licensing and Consumer Protection Department Consumer Protection Department Address: 3530 Miskolc, Meggyesalja u. 12. Mailing address: 3501 Miskolc, Pf.: 589. Phone: 46/506-071 E-mail: fogyasztovedelem@borsod.gov.hu

Regarding court proceedings, no court's exclusive jurisdiction or competence is stipulated, the legal jurisdictional and competence rules apply to any court proceedings.

9.5. The invalidity or invalidation of any provision of these GTC shall not affect the validity of other provisions. The Travel Organizer is entitled to unilaterally amend the provisions of these GTC at any time, provided that the unilaterally implemented amendments shall only affect contracts already concluded - with the exception of the amendments described in these GTC that do not require acceptance by the Traveler - only if the Traveler accepts them in writing. The amendments shall come into force at the time indicated in the amended GTC - which may not be earlier than the publication of the amendment - while in the case of contracts already concluded, the amendments - with the exception of the amendments described in these GTC that do not require acceptance by the Traveler - shall come into force upon acceptance by the Traveler following publication. By concluding the travel contract, the Traveler acknowledges and accepts and agrees that changes in the Travel Organizer's company data, contact details, the guarantee described in point 9.2, and the changes in the

insurer or its data as per point 9.2 with whom the Travel Organizer has a contract, and any modifications due to these (including the GTC modifications incorporating them) shall not require the Traveler's acceptance, and they shall affect the contracts already concluded without the Traveler's consent, provided that the Travel Organizer is obliged to separately inform the Travelers of the contracts already concluded of such data changes and modifications within 5 working days of the data change or modification.

9.6. In matters not regulated by these general terms and conditions, the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the Civil Code), as well as Government Decree 472/2017. (XII.28.) and other relevant, mandatory applicable legal provisions shall prevail. By concluding the travel contract, the Traveler also acknowledges that they have been duly informed of these GTC in good time before concluding the travel contract, have studied them in detail, have understood their provisions, and accept them as binding on themselves and their fellow Travelers participating in the contract. By concluding the travel contract, the Traveler also acknowledges that the Travel Organizer has explained all provisions of these GTC in detail, and has specifically drawn attention to the points that create a payment or guarantee obligation for the Traveler - including the points containing the participation fee, any possible cancellation fee and other adverse legal consequences - as well as the possibility of modifying the fee, the points regarding the Travel Organizer's guarantee obligation, the points regarding the limitation of liability - in particular, but not exclusively, in points 1.2, 1.3, in points 4-6 and all their sub-points, and furthermore in points 7.4, 7.6, 7.7 - and the travel contract was concluded thereafter.