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*This Terms & Conditions apply as of 24<sup>th</sup> May 2018*

### Terms and Conditions

Please read these terms & conditions carefully. They form an important part of the contract for your tour.

All trips advertised by CHERNOBYLwel.com on our website are operated by Orfi Ltd. registration number 46 799 656 (hereinafter called 'the Company' or 'we'), Valachovej 1, Bratislava, Slovakia, European Union and are sold subject to the following conditions:

#### 1. Your Tour Contract

The person making the booking (the 'lead name') must be 18 years old or over

and possess the legal capacity and authority to make the booking and accepts the booking conditions on behalf of everyone in their group. Subject to the availability of your chosen arrangements, a contract will exist between us from the date we issue a booking confirmation. If you receive an offer from us, this is valid for 14 days. The prices of our tours are always up to date and remain the same for you and your group after you book your tour.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as applicable. When you make your booking, based on the tour booked, you may be requested to pay a deposit requested per person. The whole sum, or the rest of the sum in case pre-payment was requested and paid, is paid to the CHERNOBYLwel.com delegate at the pick-up place (whether it’s a group pick-up point or your hotel address or any other place). The payment made on pick-up place is in cash only, in any of the following currencies: EUR, USD, and GBP. In case you want to pay the deposit (part of the sum or the whole sum) upfront before the tour date, you must do so at least 7 days before your tour takes place. In this case – on your request – CHERNOBYLwel.com will send you PayPal details and the PayPal receipt will then be considered as the receipt for the tour.

The deposit and/or the pre-payment paid for any trip is non-refundable under all circumstances.

If we do not receive your payment via PayPal or you were not able to pay your whole sum at the day of departure to the CHERNOBYLwel.com delegate at the pick-up place, we are entitled to cancel your booking, thus meaning you will not be on the tour you booked. We are not bound to send reminders of when payments are due.

When you receive your confirmation of the tour via email, you are obliged to check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if the Ukrainian government official, Police, Guards or some supplier refuses to allow you to enter the Chernobyl exclusion zone or the Baikonur Cosmodrome because the name(s) and/or other details shown in your passport differ from those you provided us when booking.

If anyone in your group has a particular medical condition or disability, or has any special requirements as a result of any medical condition or disability, you must inform us before you confirm your booking so that we can assist you in considering the suitability of the tours and/or making the booking. In any event, you must give us full details in writing at the time of booking and also whenever any change in the condition or disability occurs. You must also promptly advise

us if any medical condition or disability, which may affect your tour, develops after your booking has been confirmed.

## 2. Online Booking

To use online booking, each of your group members (including yourself) will need to mark a box confirming they have read and understood these terms and conditions. By booking online, the members of your party accept you, their group leader, as the appointed individual leading the group. You have the authority and discretion to cancel the whole booking or part of it, effect a name change so that another individual may take another's tour place, or amend any elements of the tour package. We will not correspond with any individual tourist with regards to the tour arrangements, nor will we accept or act on requests or instructions regarding your group booking from anyone other than the group leader.

When you place a booking via our website, any details that you provide us (including your name, passport number, date of birth, and more) will be held and used in accordance with our Cookie policy set out below, and will be encrypted using SSL (secure socket layer) technology. We will take all reasonable steps to safeguard transaction details, but you should acknowledge and agree that the use of internet booking can never be completely secure.

If you also receive our email marketing, we will tailor the information we send you unless you tell us not to. This means we may use information we hold and cookies to identify your individual web site search behavior and preferences. This will enable us to send you more personalized and relevant communications. You will be given the opportunity to opt-out of this personalization at any point of communication.

We collect information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.

Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites.

## 3. Financial Guarantee

Financial guarantee, also known as "100% money back guarantee" on our website(s), relates to tours to Chernobyl only.

In case you are not satisfied with our services or services of our subcontractors or partners, you are allowed to cancel the tour with a 100% refund of the price for the tour. This applies only when you are travelling with

CHERNOBYLwel.come for more than a one-day tour and report your dissatisfaction to the guide on DAY 1 of the tour by 18:00 local time (GWT+2 hours). In this case, you will be taken to the bus station in the city of Chernobyl or to the checkpoint Dityatky. From this point, we do not take any responsibility for you or your belongings. You also have to organize your way back to Kiev or any other place at your own cost.

#### 4. Bus Travel

All buses are allocated with 18 or 20 seats per bus unless stated otherwise. The buses are not the property of CHERNOBYLwel.come and are rented from a local subcontractor. We do not hold any responsibility for the buses and drivers. In addition, we are not responsible for any personal belongings as well as any health and material damages that can occur during the entering, driving or parking of the bus. This applies at all times during your tour. Any damages, claims and law suits must be applied to the bus provider company.

Whilst we try to satisfy individual groups, this is not always possible due to operational reasons. Your group may be requested to share your vehicle with another group and/or may be split up into different vehicles. In the unlikely event that a group is split up, we try to ensure the group is split up in the best possible way to avoid isolation.

#### 5. Tour Cancellation

Cancellations due to minimum numbers

The minimum number of persons on a tour is 5. In case there are less people on the tour, we have the right to cancel the tour and offer an appropriate replacement (e.g. tour on another date, smaller tour, joining another tour company etc.).

Cancellations due to official restrain (Chernobyl tours)

In case we (or our partner or subcontractor) are not able to get permission for you or any other member of the group, or if the Chernobyl zone management cancels the tour for any reason, or if the Ukrainian government closes the zone, or in the case of some natural disaster or emergency situation (war, riots, fire, etc.), we will be forced to cancel the tour. In case you already paid a deposit or full price of the tour, it will be fully returned to your account. We are not obliged to cover any other costs you had while attending a tour that has been cancelled (air ticket, insurance etc.).

#### 6. Rules of the tour

When visiting the Chernobyl exclusion zone all persons shall be obliged to:

- Use clothes & shoes, maximally protect one's body, head, hands and feet;
- Comply with the radiation safety rules, health and safety regulations;
- Strictly comply with all instructions of the envoy officer;
- Move around only according to the prescribed routes;
- Follow the personal hygienic rules.
- Pass compulsory radiation control of clothes, foot wear, personal items;
- Pass compulsory radiation control of transport. If contamination exceeds the established control levels, personal clothes, foot wear, and items are subject to decontamination.
- During the visit to the exclusion zone it is totally prohibited to:
  - Enter inside buildings in the city of Pripyat;
  - Carry any kind of weapons;
  - Drink liquor or take drugs;
  - Have a meal or smoke in the open air;
  - Touch any structures or vegetation;
  - Sit or place photo and video equipment on the ground;
  - Take any items outside the zone;
  - Violate dress code (open-type shoes, shorts, trousers, skirts);
  - Bribe or trying to bribe the envoy officer;
  - Stay in the zone without the officer, responsible for the envoy;
  - Gather, use or bring from the exclusion zone or the zone of absolute (mandatory) resettlement any vegetables and cattle breeding products (vegetables, fruits, berries, mushrooms, plants, fish etc.), which were cultivated on the area of the exclusion zone and the zone of absolute

(mandatory) resettlement, except specimens for scientific purposes;

- Bring in or take out any animals (dogs, cats, etc.) from the exclusion zone and the zone of absolute (mandatory) resettlement;
- Drink water from wells, rivers and any other open water sources. It is only allowed to use water from the Chernobyl water supply system or water from stores. All instructions of the envoy officer shall be binding for visitors. Photographing and filming on the designated route shall be subject to authorization of the envoy officer. Leaving the exclusion zone and the zone of absolute (mandatory) resettlement it is necessary to:

By booking the tour and/or by reading these terms & conditions, you confirm to understand and agree with all the above stated rules, and confirm you do not have any medical contraindications.

In case you or any member of your group breaks the rules of behaving in the Chernobyl zone, we have the right to cancel his participation in the tour with no refund at all. This person will then be transported either to Chernobyl bus station or Dityatky checkpoint. From this point, we do not take any responsibility for you or your belongings. You also have to organize your way back to Kiev or any other place at your own cost.

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid at the time to the accommodation owner or manager, or other supplier.

## 7. Changing or cancelling booking arrangements

Name Changes for Chernobyl tours:

You can change your details and/or cancel the booking (and assign a replacement for you or any other person in your group) up to 14 days prior to the tour. In this case, you are obliged to notify us via email or phone. In case you change your details in less than 14 days prior to the tour, we are not obliged to provide you with the full services – as you might not be allowed to enter the Chernobyl exclusion zone. In case you cancel the tour in less than 14 days prior to the tour, we have the right to keep the whole deposit, and ask you to pay a 100% deposit if you book another tour with us.

In case you decide to change the date of your tour, we have the right to charge you 20 €/person as a processing fee.

Name Changes for Baikonur tours:

You can change your details and/or cancel the booking (and assign a replacement for you or any other person in your group) up to 45 days prior to the tour. In this case, you are obliged to notify us via email or phone. In case you change your details in less than 45 days prior to the tour, we are not obliged to provide you with the full services – as you might not be allowed to enter the Baikonur Cosmodrome. In case you cancel the tour in less than 45 days prior to the tour, we have the right to keep the whole deposit.

In case you decide to change the date of your tour, we have the right to charge you 20 €/person as a processing fee.

## 8. Our liability

Our obligations, and those of our suppliers and subcontractors providing any service or facility included in your tour, are to take reasonable skill and care in arranging for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claims. Standards of safety, hygiene and quality vary in the Chernobyl exclusion zone, Baikonur Cosmodrome, among other of the tours. Sometimes, these standards will be lower than those which would be expected. The suppliers of the services and facilities included in your tour should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the price you paid for the tour. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the company that provided the transportation.

We shall have no liability where the cause of the failure to provide, or failure in, your tour or any death or personal injury you may suffer is not due to any fault on our part or that of our agents and/or suppliers and/or subcontractors. As well as due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents and/or suppliers and/or subcontractors could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities; our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the

international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased your claim should be directed to the activity provider and not to us.

We will not take any responsibility for any individuals or groups belongings whilst in buses or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the buses and that valuables are kept safe at all times. We do not accept any responsibility for lost and/or stolen luggage or other personal property.

## 9. Complaints process

If your group experiences a problem during your tour or holiday, please inform the guide and/or our representative immediately so they can endeavor to put things right. If your complaint is not resolved locally, you should follow it up within 10 days of your return home by writing to [dominik@chernobylwel.com](mailto:dominik@chernobylwel.com) giving all other relevant information. Please keep your email concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

## 10. Details of insurance

Adequate and valid travel insurance is mandatory for all clients while on one of our tours. Besides that, you are strongly advised to insure yourself against any possible risk that may occur during your travel, mainly but not exclusively to Ukraine and Kazakhstan.

## 11. Visa, Health, Passport, Travel documentation

It is your responsibility to ensure that you have valid passport and visas to gain access to the country where tour is performed, mainly but not exclusively Ukraine and Kazakhstan. If you fail to do so, we have no liability to you for any cost, loss or damage which you may suffer, nor will we refund your deposit for the tour. Also, you are obliged to carry your passport in the Chernobyl Exclusion zone and Baikonur Cosmodrome at all times.

We are able to advise you on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and

detailed medical advice of the latest health requirements and recommendations for your destination at least two months prior to travelling. When you do not do so and are either are not allowed to enter the country where tour is performed, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund your deposit.

Clients with existing serious medical problems and pregnant women should not visit the Chernobyl exclusion zone.

## 12. Privacy Policy

This refers to a combination of information such as, but not exclusively, full name, contact details, passport data, date of birth, including any information about other persons on your booking. Your information is collected when you request information from us, contact us (and vice versa), request an e-book on our website(s) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete.

## 13. Our Use of Your Information (Personal Data)

As a tour provider, we inform you about the way your personal data is processed within the meaning of regulation 2016/679 from 27 April 2016 of the European Parliament and of the European Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR").

We process your personal data for the purpose of sending information about us, about our activities and our areas of activity. The legal basis for processing is our legitimate interest in the purpose of informing you about our services and news so that you can contact us again and order our services if you are interested. We can process your personal information through companies providing services of newsletter sending and external collaborators. Your personal data will be sent to the United States which within the meaning of the GDPR regulation belong to the third countries in which there may not be adequate safeguards to protect your personal data. We will process your personal information for 20 years from the date of the tour or from the date of the order of the tour.

If you are still not interested in being notified, you can block messages by using the link to suspend information within each of our messages ("unsubscribe").

We will process your personal data for the purpose of tours and related activities with them, including pre-contractual relationships. The legal basis for processing is a contractual relationship and a set of laws relating to the accounting and tax

area. For this reason, personal data required by us are required to meet contractual and legislative requirements, and without them we cannot deliver the service. We will provide your personal information to institutions, on the basis of regulatory requirements, to entities providing support activities and entry to objects, and may be processed by IT service companies, external collaborators, and accounting service companies. Processing will take place over a period of 10 years, this period starting from the settlement of the last contract or from the delivery of the last offer based on your request. At the same time, we inform you that your personal data will be sent to countries where a tour is to take place, and some of them within the meaning of the GDPR Regulation are among third countries where there are no adequate safeguards to protect your personal data. At the same time, we will process your personal information for the purpose of sending information about us, our activities and our areas of activity. The legal basis for processing is our legitimate interest in the purpose of informing you about our services and news so that you can contact us again and order our services if you are interested. The provision of personal data for this purpose is not mandatory and is not an obstacle to the realization of the ordered service. We can process your personal information through companies providing services of newsletter sending and external collaborators. Your personal data will be sent to the United States which within the meaning of the GDPR Regulation belong to the third countries in which there may not be adequate safeguards to protect your personal data. We will process your personal information for 20 years from the date of the tour or from the date of the order of the tour.

If you are still not interested in being notified, you can block messages by using the link to suspend information within each of our messages ("unsubscribe"), or let us know by clearly stating so anytime via email.

We will process your personal data for the purpose of selling the goods and related activities. The legal basis for processing is a contractual relationship and a set of laws relating to the accounting and tax area. For this reason, personal data required by us are required to meet contractual and legislative requirements, and without them we cannot deliver the service. We will provide your personal information to institutions, on the basis of regulatory requirements, to entities providing support activities and entry to objects, and may be processed by IT service companies, external collaborators, and accounting service companies. The processing will take place for 10 years from the delivery of the goods or the placement of the order. At the same time, we inform you that your personal data will be sent to Ukraine which within the meaning of the GDPR Regulation is among third countries where there may be no adequate safeguards to protect your personal data. At the same time, we will process your personal information for the purpose of sending information about us, our activities and our areas of activity. The legal basis for processing is our legitimate interest in the purpose of informing you about our services and news so that you can contact us

again and order our services if you are interested. The provision of personal data for this purpose is not mandatory and is not an obstacle to the realization of the ordered service. We can process your personal information through companies providing services of newsletter sending and external collaborators. Your personal data will be sent to the United States which within the meaning of the GDPR Regulation belong to the third countries in which there may not be adequate safeguards to protect your personal data. We will process your personal information for 20 years from the date of the tour or from the date of the order of the tour.

If you are still not interested in being notified, you can block messages by using the link to suspend information within each of our messages ("unsubscribe"), or let us know by clearly stating so anytime via email.

We furthermore inform you that, under the GDPR, you have the right to access personal data, the right to rectify, delete, restrict the processing, and the right to object to processing, as well as the right to data portability. You also have the right to file a complaint to the Office for the Protection of Personal Data.

#### **14. Special Requests**

We will consider special requests such as vegetarian meals, high or low flour preferences in the accommodation. We will tell you whether there is a charge for the request. All such requests should be requested by you at least 14 days prior to the tour.

#### **15. Law & Jurisdiction**

If you booked your tour in any country, this contract, and any other claim or dispute arising from or related to this contract, will be governed by Slovak law (which applies to the general EU law) and the courts of Slovakia shall have exclusive jurisdiction over any claim arising out of it.

*This Terms & Conditions apply as of 24<sup>th</sup> May 2018*