



APPROVED

by the Board of
SIA „De Mare Ad Mare Baltic”
on 15 December 2017
(minutes No. 5)

SIA „De Mare Ad Mare Baltic”
Registration number: 40103913891
TATO registration number: TATO-2015-57
Skolas iela 38-61, Jūrmala, LV-2016

General tourism and other tourism-related services terms and conditions

Jūrmala, 2017

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A. GENERAL PART

1. Terms

Terms in singular also include plural, and vice versa, unless the text of these Conditions expressly denotes otherwise.

In English version of the Conditions the terms “reservation” and “booking” has the same value.

Conditions – these General tourism and other tourism-related services terms and conditions of the SIA „De Mare Ad Mare Baltic”.

Agency or we - SIA „De Mare Ad Mare Baltic”, registration number - 40103913891, TATO registration number - TATO-2015-57, legal and actual address - Skolas iela 38-61, Jūrmala, LV-2016.

Client or You – a natural person or legal entity, which receives certain services from the Agency in order to use them.

Tourist – a natural person specified by the Client entitled to receive the Services.

Passenger – a natural person specified as a passenger in the travel document and which is or will be provided the air, bus or train service with the consent of the Carrier.

Consumer – a natural person, who receives or apply for receipt of the Tourism services for the purpose other than economical or professional activities of such person.

Services – Tourism services and Other tourism-related services.

Service provider - a tour operator, an airline or other provider of transport services, a hotel, an insurance company or an Internet platform that allows to search, book and purchase online Tourist services in a variety of ways.

Tourism services – air, bus and other tourist transport services, hotels, travel packages, individual tours, excursions, services of guides and other services, the description of which is available on the websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv and which the Agency offers to buy using electronic means of payment.

Other tourism-related services – insurance services, information services, etc.

Package tour services – a combination of tourism services prepared previously or upon request of a consumer in accordance with the features specified in the Tourism Law.

Service confirming document – Reservation confirmation, Voucher, E-ticket or other document issued to the Tourist, which gives the right to receive Tourism services. Definitions and descriptions of types of these documents are listed under the Special Part of these Conditions.

Transaction processing fee – charge in addition to the cost of Tourism services which applies, if the Client selects the purchase of tourist services with the use of electronic means of payment on the websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv.

Application – any written document for receipt or altering or cancelling of the Services addressed by the Client to the Agency or, with the mediation of the Agency, to the third party which provides rendering or organization of a particular service.

Competent institutions – any such institution in the Republic of Latvia and the host country that ensures the compliance of the Tourists/Passengers of the established rules in accordance with the laws or regulations governing the stay in the Republic of Latvia and the host country, including: border crossing, the entry and stay in the country, the issue of visas and documents, the carriage of passengers, safety recommendations.

2. The contract and contractual relations

- 2.1. In the General Part section of these Conditions, the word "Contract" or "Agreement" refers to a legal document regulating the relationship between the Client/Tourist and the Agency in connection with the Services offered by the Agency or the Services provided by the third parties under the mediation of the Agency. The legal basis of these relationships in most cases are these Conditions or special Contracts or arrangements in case the terms of certain services are not included in these Conditions or they are different from ones specified in these Conditions.
- 2.2. The Special Part section of these Conditions clarifies how the contractual relationship is set for each of the Services, namely: what is the subject of a contract, who is party to the contract, which terms and conditions apply. Thus, the specific definition of the Contract is used, which differs from the definition given in the General Part section of these Conditions. Although the relationship between the Client/Tourist and the Agency is governed by these Conditions, a full set of legal contractual relationship is formed by all of documents in their entirety specified in the Special Part of these Conditions regardless of their headings, for example, the Contract, The terms and condition, etc.
- 2.3. Unless the Agency and the Client have agreed otherwise, the contractual relationship with the Client is established remotely: the Client agrees to the terms of the agreement using automated means at the websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv or e-mail for individual orders. In the case of a dispute, the execution of any payment provided for in the Contract is deemed to be the consent of the Client with the provisions of these Conditions and the Contract.

3. Application of Conditions

- 3.1. These Conditions regulate the relationship between the Client/Tourist and the Agency (hereinafter - Parties), and they apply from the moment when the Client enters any of the websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv in order to find, select and/or purchase the Services offered by the Agency or the Services provided under the mediation of the Agency.
- 3.2. The Conditions consist of the sections as follows: the General Part, the Special Part and the Price List. All these sections form a single document and are an integral part of these Conditions.
- 3.3. Sections and titles are only inserted in these Conditions for convenience of reading, and they are not intended for the interpretation of these Conditions.
- 3.4. The Conditions apply to all and any contracts, agreements and arrangements entered into by and between the Parties (including the terms of use of the Agency's websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv), unless and to the extent that the Parties have otherwise arranged in writing. Should any difference be identified between the Conditions and the text of the Agreement as a result of such special arrangement, the Parties shall be guided by provisions of the Agreement.
- 3.5. When third parties are involved in rendering of the Services as specified in these Conditions, the terms and conditions of the third party shall be binding for Client/Tourist. The Special Part of these Conditions clarifies the issues with regard to possible situations when there may be a conflict between these Conditions, the terms and conditions of the third parties and the contracts concluded during rendering of the services.

4. Ways the services are rendered

- 4.1. All services mentioned in these Conditions are offered online on the Agency website www.demareadmare.lv or www.demareadmare.eu. The online services for the sale of airline tickets are provided also on the website www.justfly.lv.

- 4.2. The Conditions stipulate the cases and the appropriate procedure for provision of the services in other way than online. However, in any case, the provision of services and changes in their terms is possible on the basis of a written Application of the Client. The Applications, according to the procedure set out the Special Part of these Conditions, are sent to the Agency or through the Agency to the third parties that provide or organize rendering of certain services.
- 4.3. If necessary, a visit to the customers in Riga, Jurmala, Jelgava, Tukums is possible for the additional charge as stated in the price List.

5. Package tour services and individual services combination

- 5.1. Tourism services offered in the online catalogue of tours on the websites of the Agency www.demareadmare.lv or www.demareadmare.eu are Package tour services if the offer contains the logo of the respective Tour Operator and in the "Information" section there is no explicit indication that the offer is an individual service, a combination of individual services or a third-party service.
- 5.2. Package tour services are provided under the terms set out in the sections I "Package tour services terms and conditions" of these Conditions.
- 5.3. A combination of individual services may include airfares, hotel reservations, bus and train tickets, sightseeing tours (excursions) or other services, including third party services. All these services are ordered and paid separately by the Client. The "Information" section of the online tour catalogue provides clear and unambiguous references to the applicable section of the Special Part or indicates that third party services are offered as described below.

6. Third party services

- 6.1. The Agency places links to third party Services at the websites www.demareadmare.lv or www.demareadmare.eu. In the event the specific terms and conditions of the Special Part are not applicable to these Services, the terms and conditions apply as set out below.
- 6.2. The "Tours" menu and the "Individual trips" sub-menu of the Latvian and Russian version of the Agency websites www.demareadmare.lv or www.demareadmare.eu reveal the name, legal information and contacts of third parties, and in some cases, a summary of their rules and conditions. The Agency verifies this information from time to time, but does not guarantee its relevance at any given time.
- 6.3. The Agency based on the affiliate program provides you with a link to self-service. The Agency does not accept payments in favor of the Service provider; you make payment on your own.
- 6.4. The Agency is not liable and accepts no claims regarding third party Services. Any questions and complaints should be addressed to the Service provider's support service. It is strongly recommended that you familiarize yourself with the terms of rendering the Services by a third party on its website before making a reservation or purchasing the Services.

7. The Agency's right to restrict or refuse to provide Services

- 7.1. The Agency reserves the right, at its discretion, to refuse to provide the Client with the Service without explaining the reasons even after the payment was received, refunding the paid amount and the Transaction processing fee to the Client, in the following cases:
 - 7.1.1. According to the information available to the Agency, the Client / Tourist or Passenger in the past has committed a gross violation of the rules and conditions of the Agency or Service provider or fraud, and the Agency considers the risk of service unacceptable.
 - 7.1.2. An online order has been received from another country, and: (a) a person is not the Agency's Client, (b) the Agency may have difficulty contacting that person, (c) a person is from a country that allows a light reclamation procedure, (d) signs of fraud are found. In assessing the risk of

fraud, the Agency takes into account the amount of the transaction, the destination and the route of the journey, the reliability of the contact information and other circumstances.

- 7.2. The Agency, at its own discretion, individually for each Client, can set the maximum order size for which payments using payment cards are accepted.

8. Prices, charges and fees

- 8.1. The Agency adheres to the following pricing policy for the sale of Package tour services online:

- 8.1.1. The total chargeable amount for the Package tour services (not taking in account discounts) are formed by the price of the basic services, the prices of the additional services, the Agency commission (if applicable) and the Transaction processing fee.
- 8.1.2. The Agency generally does not apply a service fee for the basic services of the tour except for some airline tickets and other cases when the Agency's fee may apply in accordance with the Price List.
- 8.1.3. The Agency in some cases may apply mark-up for additional services. This mark-up is included in the tour price specified in the proposal and is not separately disclosed.
- 8.1.4. Agency commission is precisely the charge for the services rendered by the Agency; it should not be confused with additional services, such as payment for applying a visa, for catering during the flight and other additional services.
- 8.1.5. The Transaction processing fee applies according to the Price List, if the payment for the tour is made online on the Agency website.
- 8.1.6. The Agency, in accordance with the Price List, applies a fee for the selection of the tour according to the criteria specified by the Client.

- 8.2. The Agency adheres to the following pricing policy for other online services:

- 8.2.1. For the sale of airline tickets online The Agency applies mark-up up to 30 euros per ticket and the Transaction processing fee in accordance with the Price List, if the payment for the tour is carried out on the Agency website. The price of the air ticket includes the service fee related to the processing and tracking of the order.
 - 8.2.2. The Agency does not apply any fee for the hotels, bus and train ticket online booking service, unless the Client books these services on his own after forwarding from the Agency's website to the Service provider's website or unless the Client and the Agency conclude a separate agreement.
 - 8.2.3. If the Services indicated in the previous clause are booked or purchased to the Client by the Agency, then either a service fee apply, the amount of which is agreed by the Agency and the Client separately, or a mark-up to the basic price of the Service apply, which the Agency sets out at its discretion and which is not subject to disclosure.
 - 8.2.4. The Agency does not apply any fee for the travel insurance services online.
- 8.3. The Agency may provide the Clients other services, the price of which is specified in the Price List or by the special arrangement with the Client.

9. Liability

- 9.1. The Parties shall be liable for breach or improper fulfillment of their respective obligations.
- 9.2. The Client shall promptly notify the Agency as soon as it is unable to satisfy any representation made to the Agency, or if any error is identified in the information or documents provided earlier to the Agency.

- 9.3. The Client assumes financial responsibility for all transactions that are carried out on his / her behalf and at his / her account.
- 9.4. The Client must be at least 18 years old, and he / she must be legally capable.
- 9.5. Customer warrants that all information provided about him / her and other persons, on behalf of whom the order of services is made, is true and accurate.
- 9.6. The Agency shall only be held liable for direct damages caused to the Client through intentional breach or gross negligence on part of the Agency.
- 9.7. The Agency shall bear no liability for breach of its obligations and the damages caused to the Client as a result thereof where the Agency could not or should not foresee the same at the time of provision of the Services.
- 9.8. The Agency shall bear no liability for actions of the third parties involved in provision of the Services including but not limited to the actions of tour operators, transport carriers, hotels, and insurance companies.
- 9.9. The Agency shall bear no liability for the damages incurred by the Client if the latter fails, intentionally or due to negligence, to provide the information stipulated in the Conditions or Contracts to the Agency, or if the Client provides misleading, incorrect or incomplete information, or fails to notify of any changes in the information provided earlier to the Agency.
- 9.10. In case of Services carried out via the means of communication, the Agency shall bear no liability for the damages resulting from interferences in the post, facsimile, electronic or other means of communication, or technical facilities designed to provide receipt of the services in question. The Agency shall bear no liability for the difficulties and failures associated with access to its websites and their use, as well as with the impossibility to complete or failure of any started transaction.
- 9.11. The Agency does not guarantee that the information contained on its website (including prices, descriptions, dates) is not incorrect or incomplete, however, as far as possible The Agency will try to correct any errors and deficiencies as soon as they are ascertained or the respective feedback will be obtained.
- 9.12. The website of the Agency may contain hyperlinks to external websites, which are owned and operated by third parties. The Agency has no control and liabilities in respect of these websites and their content. The Agency does not assume the responsibility for the accuracy and quality of the data on these websites. All questions in respect to the information contained on external sites you should address to their administrator or webmaster.

10. Special conditions for indemnification of losses

- 10.1. The Client confirms that when establishing the contractual relations in connection with the Services offered on the Agency's websites www.demareadmare.lv, www.demareadmare.eu or ww.justfly.lv (irrespective of whether the Contract is concluded with the Agency or with a third party), he has a clear and prominent understanding of the Agency's role in the provision of the Service, and he is aware of who is the ultimate Service provider responsible for providing the Service.
- 10.2. If, ensuring the Service, the Agency has fulfilled all of its obligations provided for by these Conditions and the Contract, but the Service has not been fully or partially provided by the ultimate Service provider, the Client undertakes to comply with and not to violate the procedure for filing complaints and claims established by these Conditions and / or the Contract.

11. Communication and exchange of information between the Agency and Client/Tourist

- 11.1. The principal mean of communication between the Agency and the Client is the e-mail, including cases when the Parties agree on change the terms of provision of Services, their cancellation, etc.

This rule does not apply to the cases where a separate agreement of the Parties is required under the hereby Conditions.

- 11.2. The sender and recipient of the e-mail messages are identified by a concordance of the e-mail addresses provided by the Parties to each other. If such a concordance exists, the Parties undertake not to make any claims in respect to inappropriate sender and recipient, as well as in respect to the safety of the use of e-mail.
- 11.3. For the purposes of the preceding paragraph under the e-mail addresses provided by the Parties to each other are meant:
 - 11.3.1. The e-mail address of the Client, specified in the Application for the provision of services, regardless of the form in which the Application is received by the Agency, if it complies with these Conditions.
 - 11.3.2. Any of the following Agency's e-mails: info@demareadmare.lv, orders@demareadmare.lv, info@justfly.lv.
- 11.4. The Client is liable for receiving messages sent by e-mail. If the Agency sends an e-mail message, it is considered that it has informed the Client. The Client is responsible for informing the Tourists in accordance with these Conditions.

12. Data processing

- 12.1. The Agency receives, stores and processes personal data of clients, natural persons, under paragraphs 1 and 2 of Section 7 of the Personal Data Protection Law, in particular:
 - 12.1.1. The Agency receives, stores, processes, and provides to the third parties the personal data of the Clients to the extent that is necessary to ensure Tourism services and Other tourism-related services. It is believed that the Client consents to it by starting the respective service order.
 - 12.1.2. Upon receipt of the Client, a natural person, the permission, while the Client on the website www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv fill in the contact form "sign up to our newsletter" and thus selects the options to receive information, offers and newsletters prepared by the Agency.
- 12.2. The Agency has the right to offer to the Client the Services using mail, phone, fax, e-mail and other means of communication. The Client has the right to opt out of receiving commercial offers, by sending written notice on the refusal to the Agency.

13. Force Majeure

- 13.1. The force majeure refers to the following: interventions, wars, civil disturbances, kidnappings, fires, floods, accidents, hurricanes, terrorist attacks, strikes, lock-outs, as well as changes in national legislation relating to the arrival / departure, foreign representative offices, border control / customs, transport services, activities of the security authorities institutions and other actions that have an irresistible impact on the provision of services by the Agency or the Service provider.
- 13.2. The Agency does not accept responsibility for any failure to perform the services due to the impact of force majeure.

14. Complaints, claims and assistance

- 14.1. The Agency accepts Clients' complaints only in writing by e-mail info@demareadmare.lv (all services), info@justfly.lv (airline tickets). Please provide your phone number so that we can contact You for further details and other purposes. Complaints and claims are considered in

accordance with the legislation of the Republic of Latvia. Consideration period is 10 days, if not otherwise specified in the Special Part of these Conditions.

- 14.2. The Agency undertakes to answer to the messages, that are not complaints and claims, received by the e-mail info@demareadmare.lv and info@justfly.lv within 3 hours on working days from 10:00 to 18:00 Latvian time (by phone from 10:00 to 17:00 Latvian time), or as an exception outside this time in urgent cases that the Agency shall decide at its own discretion, except for the cases where it is clearly stated in the e-mail message and the urgency is justified, for example, the order is not confirmed due to the technical failure.

15. Applicable regulatory acts and handling of disputes

- 15.1. Relationship of the Client/Tourist and the Agency shall be governed by regulatory acts of the Republic of Latvia unless separately agreed by the Parties in writing on application of the regulatory acts of another country.
- 15.2. Regulatory Acts of the Republic of Latvia shall govern the scope of protection of the rights of Consumers, the procedure for processing of personal data and other obligations imposed on the tourism sector in accordance with the regulatory acts of the Republic of Latvia.
- 15.3. In respect to the international air, sea and rail transport carriage the liability of the Agency is limited by the provisions of the respective international conventions.
- 15.4. Any disputes and differences arising between the Agency and the Client/Tourist shall be handled by means of negotiations. Complaints and applications of the Clients shall be handled in accordance with these Conditions.
- 15.5. If no agreement is reached the disputes shall be settled by court of the Republic of Latvia at the location of the Agency in accordance with the procedure prescribed by regulatory acts of the Republic of Latvia, or by other court or arbitration specified in the Contract or agreement entered into by and between the Parties.
- 15.6. When these Conditions imply the establishment of contractual relationship with the third parties (such as hotels, airlines, insurance companies, etc.), then regulatory acts of the country specified in the binding terms and conditions of the third party apply to these relationship.
- 15.7. The legal acts of the European Union and international conventions apply to the specific services as clarified in the Special Part of these Conditions.

16. Approval, effective day and amendments of these Conditions

- 16.1. Conditions shall come into force upon approval by the Board of the Agency. Approval date and number of the minutes are listed on the start page of these Conditions.
- 16.2. The text of these Conditions shall be available on the Internet site of the Agency www.demareadmare.lv or www.demareadmare.eu.
- 16.3. The Agency has the right to amend and supplement these Conditions unilaterally at any time, without notice to the Client in advance. The Client is obliged, sending the Application to the Agency or starting an order of online services on the website www.demareadmare.lv or www.demareadmare.eu or www.justfly.lv to get acquainted with the actual version of the Conditions (and the Price List).
- 16.4. In case of differences between the text of these Condition in Latvian and any other language the Latvian text shall prevail.
- 16.5. Should any clause hereof be rendered invalid it shall not affect the validity of other clauses hereof.

B. SPECIAL PART

I. Package tour services terms and conditions

1. Terms

- 1.1. **Agency or we** - SIA „De Mare Ad Mare Baltic”, registration number - 40103913891, TATO registration number - TATO-2015-57, legal and actual address - Skolas iela 38-61, Jūrmala, LV-2016.
- 1.2. **Client or You** – a natural person or legal entity, which receives certain Package tour services from the Agency in order to use them.
- 1.3. **Tourist** – a natural person specified by the Client entitled to receive the Tourist services.
- 1.4. **Tour operator** - a merchant specified in the Contract, that organizes provision of Package tour services in Latvia or abroad and offers or sells such services directly to Customers or through intermediation of the Agency.
- 1.5. **Package tour services (also Tourism services, Tour, Travel and other derivatives)** – a combination (package) of tourism services prepared previously or upon request of a consumer in accordance with the features specified in the Tourism Law. For the convenience of the Clients the Agency, offering a travel package, can provide an opportunity to buy only one of the services included in the package, for example, the flight only.
- 1.6. **Separate tourism services** – in the case of Package tour services is a separate service included in the package, comprising air, bus and other tourist transport services, hotels, travel packages, individual tours, excursions, services of guides and other services, the description of which is available on the websites www.demareadmare.lv, www.demareadmare.eu, www.justfly.lv.
- 1.7. **Service provider** – in the case of Package tour services is a direct provider of tourist transport services or other services (for example, air transport, hotels, and excursions).
- 1.8. **Contract** – in the case of Package tour services is any arrangement or agreement entered into by and between the Agency and the Client, which includes these Conditions, the contract for the provision of tourist services or contract with similar content concluded in accordance with the standard form of Tour operators, terms, special conditions and additional agreements, which are an integral part of these contracts. The Contract can be concluded in paper or electronic form. When signing the contracts in paper form the Agency has the right to demand from the Client the payment of fee according to the Price List. The terms of the contracts that are binding for the Agency and the Client also includes arrangements on changes in the tourist services entered into using the e-mail correspondence in accordance with these Conditions.
- 1.9. **Tourist voucher** – in a general sense is a term used by some Tour operators meaning a registered, approved and provided by the Tour operator program of the Package tour services limited to the scope and conditions specified in the Contract, which includes one or more Tourism services. Tour operator assigns the Tourist voucher a unique identifier, represented as number of the voucher or number of the contract for the provision of tourism services or booking (reservation) number or as any other essentially similar form.
- 1.10. **Service confirming document** – Reservation confirmation, Voucher, E-ticket or other document issued to the Tourist, which gives the right to receive Tourism services.
- 1.11. **Reservation confirmation** – is a document created in the process of ordering and/or acquisition of Tourism services organized by the Tour operator, which confirms the reservations and/or purchase of the service.

- 1.12. **Voucher** – in a specific sense is a document (or more documents) created and approved by the Tour operator, which entitles the Client to receive the Tourism services, along with passenger transportation included in it.
- 1.13. **Security guarantee of money deposited by a client** – the term is used in the meaning of the Tourism Law of the Republic of Latvia in relation to situations when a Tour operator until proclamation of his or her insolvency proceedings or in cases of his or her insolvency cannot or partially cannot fulfill contractual liabilities to the Client or fulfill the program of services indicated in the contract.
- 1.14. **Tourism services cost** – the total cost of Tourism services, which under the terms of the Contract the Client shall pay to the Agency, and which may include the following: the price of the separate service or the package of services, the price of the additional services chosen by the Client (for example, visa application, insurance, choice of seat, excursions, etc.), Agency's fee if apply in accordance with the Price List, and discounts.

Tourism services cost does not include the Transaction processing fee, if the Client selects to make a payment for the tour online on the Agency website www.demareadmare.lv or www.demareadmare.eu, since it is a separate charge.

Additional costs, mentioned in the tour description, are not an integral part of the Tourism services price, since they represent supplementary fees for tickets to the attractions, tips, visas (if not an additional service), excursions (if not an additional service), meals, souvenirs that tourists are required to cover themselves.

- 1.15. **Transaction processing fee** – a charge in addition to the Tourism services cost which applies, if the Client selects the purchase of tourist services with the use of electronic means of payment on the websites www.demareadmare.lv or www.demareadmare.eu. The amount of the fee is reflected on stage of the checkout, it depends on the type of payment and may have a fixed amount, and to be expressed as a percentage of the amount of payment.
- 1.16. **Application** – in the case of Package tour services is any written document for receipt or altering or cancelling of the Tourism services addressed by the Client to the Agency or, with the mediation of the Agency, to the third party which provides rendering or organization of a particular service.

2. Security guarantee of money deposited by a client

- 2.1. In accordance with the legislation of the Republic of Latvia, in the case of providing Package tour services the Tour operator is obliged to provide the Security guarantee of money deposited by a client. The Agency assumes the obligation to offer or sell only such Package tourism service, which is ensured with the Security guarantee of money deposited by a client.
- 2.2. The Tour Operators bear the liability to comply with the legislation of the Republic of Latvia with regard to providing the Clients with information about the Security guarantee of money deposited by a client. The Agency informs the Clients to the extent in which the respective information has been received from the Tour operator.

3. The subject of the contract

- 3.1. The subject of the contract is as follows: Agency, on the basis of a contract (contract of cooperation) being a subject of civil law, sells, and Client buys in favor of the Tourists the Tour organized by the Tour operator to the destination selected by the Client in accordance with the terms of the Contract and the tour program (also in the form of the Tourist voucher), if applicable.
- 3.2. A Client, who signs given Contract, undertakes to inform the other Tourists on the terms of the Contract and the terms and conditions of the provision of services. The Tourists are required to comply with these terms and conditions.

4. Signing of the contract online

- 4.1. If the Agency and the Client do not particularly agree otherwise, the signing of the Contract takes place online, in accordance with the order and sequence set forth in the following paragraphs and further in these Conditions.
- 4.2. The signing of the contract by the Agency is equivalent to the:
 - 4.2.1. On the reservation stage: by appearance of the online tour reservation contact form on the Agency's website www.demareadmare.lv or www.demareadmare.eu, providing the possibility for the Client to make reservation of the tour.
 - 4.2.2. On the payment stage: confirmation letter sent to the Client's e-mail from the address orders@demareadmare.lv and/or info@demareadmare.lv, which contains the Contract, the payment link to the Agency's website www.demareadmare.lv or www.demareadmare.eu and invoice. Information and documents to the Client can be sent by several e-mail letters.
- 4.3. The signing of the contract by the Client is equivalent to the:
 - 4.3.1. On the reservation stage: execution of the actions specified in paragraph 8.8.1 of the sections I "Package tour services terms and conditions" of these Conditions.
 - 4.3.2. On the payment stage: execution of the actions specified in paragraph 11.4.1 of the sections I "Package tour services terms and conditions" of these Conditions.
- 4.4. The mutual signing of the Contract confirms the automatically generated order status record "Contract was signed and is awaiting payment" in the Agency's orders management system.
- 4.5. Agreement between the Agency and the Client about changes in the ordered tour is achieved with the use of e-mail. Offers and confirmation of the Client and / or the Agency for changes sent and received by e-mail, as well as payments made as a result of these changes (if any), are proof of changes to existing relationships, are equivalent to mutual signing of amendments to the Contracts, and the Parties undertake not to contest them.

5. Services rendered

- 5.1. Within the framework of the Package tour services the Agency offers (a) the Tourism services provided by the Tour operators, (b) the services provided by its partners and (c) Agency's own services, in particular:
 - 5.1.1. The Tourism services provided by the Tour operators comprise basic services (usually denoted as "included in price") and additional services (usually denoted as "additional services" or "for additional charge"). Additional services the Client may purchase at will. In certain cases for additional services, such as excursions, you need to settle with the tour operator or his representative and not with the Agency. These services are rendered in conformity with the section „I. Package tour services terms and conditions" of the Special Part of these Conditions.
 - 5.1.2. The services provided by the partners of the Agency, for example travel insurance, are offered at the time of booking the tour. For the services above the section „V. Travel insurance terms and conditions" apply of the Special Part of these Conditions.
 - 5.1.3. Please note that travel insurance can be offered as an additional service provided by the Tour operator, but in that case you will not have the possibility to select an insurance company, and in most cases also an insurance program. These services are provided under the section "I. Package tour services terms and conditions" of the Special Part of these Conditions.
 - 5.1.4. Agency's own services are support services specified in the Price List, like Signing of the contract in hard copy, visit to the Client and other. These include also the services in respect of which the Agency and the Client conclude a separate agreement.

6. Online tour catalogue

- 6.1. A common catalogue of tours is built on the Agency website www.demareadmare.lv or www.demareadmare.eu. The catalogue lets the Clients to easily find, using the search tool, a variety of Tour operators' organized tours grouped by certain categories or countries, descriptions of the tours and the programs (if applicable). Embedded filtering system provides a focused selection and sorting of the information on a series of criteria.
- 6.2. The Agency in the catalogue can also place tours for which at a specific time seats are not available or are available only on request. At the request of the Client, the Agency provides up-to-date information on the availability of seats, and can also place the Client's application on the waiting list in case of vacating the seat.
- 6.3. Tour descriptions in the catalogue are prepared for information purposes only according to the data provided by the Tour operators and the hotels. While the Agency performs reasonable efforts to verify and refine this information, neither the Agency nor the Tour operator assumes responsibility of any kind for possible errors and inaccuracies, assessments made by visitors of the website, actuality of descriptions and whether the photos on the website adequately reflect the services rendered.
- 6.4. The exception from the mentioned in the preceding paragraph is the information as follows, about which the Agency is obliged to inform the Client. The Client undertakes to familiarize with it on the website www.demareadmare.lv or www.demareadmare.eu, or in other suitable way (regardless of whether the information is available in full in the descriptions of the services or by the links to the relevant pages of the website, or it will be sent by e-mail or otherwise provided in the manner as stated below):
 - 6.4.1. The time and place of intermediate stops and transport connections, the means of transport by which movement will be performed.
 - 6.4.2. One from the following, except for the cases, when any other way of the notification is stipulated by the Tour operator's terms, for example, with information on the voucher or by holding the information meetings:
 - i. the name and telephone number of the representative of the Tour operator or its partner agent in the relevant country, to which the Client may turn for assistance in an emergency; or
 - ii. the telephone number with which in case of an emergency it shall be possible to contact the Tour operator and the Agency 24 hours a day, if there is no representative of the Tour operator or its partner agent in the relevant country.
 - 6.4.3. Information regarding possible risks that may endanger the health of the Tourists and other requirements (also the most important norms of public order) that should be observed when travelling in the relevant country and staying therein. The Agency undertakes to inform the Clients about the security level in the country to which the Client and/or Tourist wants to travel on the basis of the data presented by public authorities.
 - 6.4.4. Terms and conditions of the contract's interruption and changes of its provisions.
 - 6.4.5. The tour program, if applicable. Please note that the program binding for the Tour Operator binding is one that is sent to You together with the Contract, after the order is confirmed.

7. Tour prices and discounts

- 7.1. The "price from" specified for the advertising purposes on the website www.demareadmare.lv or www.demareadmare.eu is usually a conditional price of the tour for one person with accommodation of two tourists in a double room. This should not be confused with the travel price per tourist, as in such cases usually the surcharge for a single room shall be paid. In some cases, if the accommodation of two persons is not reasonable and thus is not offered, this can be

a conditional price of the tour for one person when accommodating several people (for example, 4 or 6) in one room.

- 7.2. The prices indicated under the respective proposals purposes on the website www.demareadmare.lv or www.demareadmare.eu include: basic services listed in the description and included into the price, a discount for the sale of the tours online and the commission of the Agency, if applicable. Price does not include the cost of additional services, the Transaction processing fee and special discounts. Please keep in mind that the types of the services not included in the price may depending on the tour (for example, the flight may not be included in the price), thus the price presented on the website, especially when compared to other services, should not evaluated in isolation but rather in the context of the services included in the price.
- 7.3. Due to the technical limitations the tour prices indicated on the Agency website www.demareadmare.lv or www.demareadmare.eu are "off-line" prices, i.e. they reflect the status quo at the time they are entered into the catalogue, and they may not be up to date at the time of visiting the website. The Client should note that in order to get the up-to-date price, except for an unambiguous confirmation of the relevance of the price, the instructions on the website should be followed or the up-to-date price is announced by the Agency on request. Please note that the price reported to you in any way is not fixed and may change until the order is confirmed.
- 7.4. While making the reservation and the payment of the Tourism services on the Agency website www.demareadmare.lv or www.demareadmare.eu, the elements of the total charge for the appears in the following sequence:
 - 7.4.1. On the reservation stage: the Tourism services cost broken down by the elements and the size of the advance payment, which should be paid upon receipt of confirmation. Please note that the system does not support the differentiation of the advance payment depending on the days remaining before the start of the trip, so when processing and confirming the order, a different amount of advance payment may be established for You. The Client should take into account that the amount of advance payment can be up to 100%; The Agency has the right to decide about this at its discretion.
 - 7.4.2. On the payment stage: the Tourism services cost and the Transaction processing fee (if apply), K the size of the advance payment and final payment, payment due date. The Transaction processing fee should be paid in full together with the advance payment.
- 7.5. The Agency may apply the following discount to the Clients:
 - 7.5.1. Discount for the tour's online sale for specific proposals to the discretion of the Agency, if the conditions of the Tour operator require or permit the use of such discounts. This discount is included in the tour price specified in the proposal on the website www.demareadmare.lv or www.demareadmare.eu. Information about the amount of the discounts is available in the "Information" section of the description of the tour and in the online reservation contact form. The discount will be removed and the price will be increased by the respective amount, if the contract is not concluded online on the website.
 - 7.5.2. Special discounts are granted at the discretion of the Agency and communicated to certain Clients under the loyalty program. This discount is not included in the in the tour price specified in the proposal on the website www.demareadmare.lv or www.demareadmare.eu. The Agency generates and sends to the client's e-mail discount code or promo code, which the Client is entitled to realize by entering it into the online tour reservation contact form.

8. Procedure for ordering of the tour

- 8.1. The tour can be ordered by submitting to the Agency the Application, using the online tour reservation contact form on the website www.demareadmare.lv or www.demareadmare.eu as well as using other means of communication envisaged by these Conditions. Applications are not

confirmed automatically, You should wait for confirmation within the periods indicated in the section "Procedure for confirmation or denial of confirmation of the tour" of these Conditions.

- 8.2. Obligatory details of the Applications can vary depending on the type of tours and travel destination. For this reason, the Client should be guided by the details provided in the online tour reservation contact form on the website www.demareadmare.lv or www.demareadmare.eu. The Client should also indicate in the Application, whether he/she wishes to opt for the travel insurance offered by the Agency, or he/she refuses this offer.
- 8.3. In the course of filling in the online tour reservation contact form the Client is free to choose additional services that will be incorporated into the Contract and therefore in the price of the Tourism services. The Client is also entitled to use at this stage an assigned discount code or promo code.
- 8.4. For the information of the additional services the Client can refer to the product description on the Agency website www.demareadmare.lv or www.demareadmare.eu or to the online tour reservation contact form. However, only additional services specified in the online tour reservation contact form can be reserved along with the basic tour services. Other services that are not mentioned in the online tour reservation contact form, You should order and pay on the spot at the Tour operator or his designee.
- 8.5. The Client needs to pay attention to the additional costs that may not be included in the cost of the basic or additional services (for example, the entrance fee to the tourist attractions, tourist taxes and charges, in some cases also transportation).
- 8.6. If the Client's Application does not contain all the necessary details, the Agency communicates with the Client via e-mail or by phone, and provides guidance for the missing details, the order and timing of their submission. Refinement of details Agency from the Client accepts only in writing and with the use of the communication means specified in these Conditions.
- 8.7. The Client is obliged to ensure that its e-mail address or phone number is available for the Agency. Otherwise, the Agency does not accept responsibility for any failure to contact the Client in order to clarify the details of the Application. The Agency does not accept any liability in case the Client delays the refinement of details.
- 8.8. The provisions of these Conditions are binding for the Agency and the Client (but not for the Tour operator) at the moment when the Application is being submitted, and the Client is obliged to confirm acceptance of these Conditions, by using one of the following means (in case of non-receipt of the acceptance the consideration of the Application is ceased and the Agency reserves the right not to notice the Client about it):
 - 8.8.1. By using automated tools on the website www.demareadmare.lv or www.demareadmare.eu before the tour reservation contact form is submitted to the Agency, i.e. you must agree with the terms of the Contract by checking the appropriate checkbox in the online tour reservation contact form.
 - 8.8.2. By incorporating in the hard copy document unambiguously interpreted acceptance confirmation text and assuring it by the signature, if the Client for the identification purposes indicated in the document his/her name, surname and personal identity number (or date of birth in DDMMYY-0000 format, if you do not have a personal identity number).
 - 8.8.3. By incorporating the acceptance confirmation text mentioned in the preceding paragraph in the e-mail addressed to the Agency. The Client agrees that in this case the confirmation is valid without signature, it cannot be disputed, and the Client is properly identified, if the following conditions are met: (a) the Client specify his/her name, surname, personal identity number (or date of birth in DDMMYY-0000 format, if you do not have a personal identity number) and e-mail address in the text of the email; and (b) the specified in the body text of the letter e-mail address matches the e-mail address from which a letter is received.

- 8.9. The Client agrees that the Agency shall identify the Client by his/her name, surname, personal identity number (or date of birth in DDMMYY-0000 format, if you do not have a personal identity number) and e-mail address, except for the case described in the next paragraph. Name and surname must be indicated in Latin characters, as in the passport.
- 8.10. The e-mail address is not considered an identifier of the Client, if the Application is submitted in hardcopy form personally to the representative of the Agency, and further communication between the Client and the Agency takes place also personally. The Client should reckon with the fact that: (a) The Agency does not hold a permanent office, and for these purposes the Agency employee travels to the Client or rents a temporary premises for a meeting with the Client, and (b) this is a paid service the Client should pay for according to the Price List.
- 8.11. Before submitting to the Agency the Application for tour reservation, the Client is obliged on the Agency website www.demareadmare.lv or www.demareadmare.eu to familiarize himself/herself with the requirements of entry and stay in the selected country of travel, the requirements for crossing the border and customs control, the requirements for travel documents and their validity period, the visa regime and other requirements that affect the Tourism services. The Agency is not responsible for any losses the Client incur due to the failure to start or continue the journey, if the mentioned requirements are not comply with.
- 8.12. The Agency reserves the right not to place the information mentioned in the preceding paragraph in whole or in part on its website www.demareadmare.lv or www.demareadmare.eu, but rather to provide a link to the websites of the Competent institutions. In this case, the obligation of the Client is to familiarize himself/herself with the information provided by the Competent institution. The client has the right to ask the Agency for explanations, however, if the information requested due to its specificity is not included in the scope applies to the majority of Tourists, the Agency has the right to refuse the request or request a charge for this service, the amount of which the Agency and the Client shell agree particularly.

9. Procedure for confirmation or denial of confirmation of the tour

- 9.1. After receiving an Application from the Client, the Agency checks, whether the selected tour and places are available in the tour operator's reservation system. The Tour operator, based on the information obtained and given their capabilities, confirms the reservation to the Agency within the time specified in the contract with the Agency (usually within 24 hours), but not later than two (2) working days after the receipt of the Application.
- 9.2. If it is impossible to render Tourist services, the Tour operator sends to the Agency, and Agency sends to the Client by e-mail a denial of confirmation as well as offers an alternative service. The alternative proposal expires after 48 hours, if it is not specified otherwise in the e-mail message. After the expiration of this period the alternative service offer expires without any notification from the Agency.
- 9.3. If the Tour operator confirms Your Application in whole or in part (e.g., the tour is confirmed as a whole, but some additional requirements for food, accommodation, etc. are not confirmed), the Agency sends to your e-mail address a written confirmation containing a link to the Agency website www.demareadmare.lv or www.demareadmare.eu for completion of the reservation and payment. If payment is made in two installments, the Agency sent to your said e-mail with a link for each payment.
- 9.4. The tour operator ensures exclusively such a scope of services and additional requirements that confirmed to the Agency and specified in the Contract, which is prepared in the tour operator's reservation system and attached to the confirmation e-mail. You must carefully check this before agreeing to the terms of the contract, and in case of any inconsistencies or uncertainties to contact the Agency in a timely manner. The Agency will not take into consideration any claims of the Client concerning the scope of services included in the contract after the contract is signed by the Client.

10. Special terms in relation to the reservation and payment of Services

- 10.1. If, after You have received a confirmation of the availability of the seats, the contract and the payment link to your e-mail address, as specified below in these Conditions, and you are given a time to make the payment, this usually means that the Tour Operator has fulfilled a temporary reservation (STOP 24 or STOP 48), which is valid for 24 or 48 hours, and after this period it will be canceled if payment is not received by the Agency.
- 10.2. Notwithstanding anything indicated elsewhere in these Conditions, if the Tour Operator does not allow temporary reservations for a particular tour, i.e. it is financially binding from the moment of confirmation, the Agency requests from the Client to make the advance payment provided by the terms of the tour, prior to reservation of the service. The Agency for this purpose sends an individual payment statement and the payment link to the Client. You should bear in mind that in this case the service can be canceled only in accordance with the cancellation conditions established by the Tour Operator. This procedure will always apply to the last minute proposals.
- 10.3. Please note that the payment time reported to you is the time to which the funds must be credited to the Agency's account. Also note that payments confirmed after 15:00 are credited only the next day. The payment made on the Agency's website using a payment card or bank-link service will be executed within a few minutes.

11. Procedure for completion of the reservation and payment

- 11.1. The Agency attach to the confirming e-mail the contract, which is prepared in the tour operator's reservation system ("Contract for the provision of travel services", "Contract for booking of travel services" or another similar name in essence), and terms / conditions, etc., if applicable.
- 11.2. Each contract has a unique reference identifier of the tour, which can be presented in various forms (voucher number, contract number, reservation number or other similar identifier). The Contract also lists the scope of the services, which are included in the price of Tourism services and which the Tour operator is obliged to ensure after the Contract entry into force. The Client must admit that the services, which are not included in the Contract, are not a subject of it, and these services can be provided at an additional cost only. The Agency for contracts may use its own reference number, and in that case, the reservation number can be notified to the Client upon request, if such is assigned.
- 11.3. The client should accept that the aggregate of contractual relationships that govern the relationships, rights and duties of the Agency, the Tour operator, the Client and the Tourists forms the contract mentioned the preceding paragraphs, its applications, terms and conditions, etc. as an integral part of the contract, Tour program (if applicable), and these Conditions.
- 11.4. The contractual relationship shall enter into force from the moment when one of the following actions is performed:
 - 11.4.1. The Client agrees to the Contract provisions before the payment is made using automated tools by checking the appropriate checkbox after he/she follows the link to the Agency website www.demareadmare.lv or www.demareadmare.eu.
 - 11.4.2. The Client and the Agency sign the Contract in hardcopy form.
- 11.5. The Client pays the tour in one or two installments in the manner and within the periods indicated in the Contract. The client can pay the tour by one of the following payment methods:
 - 11.5.1. By bank transfer. The Client shall ensure that the Agency receives the full value of the Tourism services and no bank commissions are deducted from the payments amount.
 - 11.5.2. On the website of the Agency www.demareadmare.lv or www.demareadmare.eu. The Agency for the provision of payment online gets the right to apply the the Transaction processing fee, and the Client is obliged to pay it.

12. Rights to receive Tourism services

- 12.1. The Client and the tourists are entitled to receive the Tourism services only when a full payment is made for it.
- 12.2. Eligibility to receive the services for Customers and Tourists assigns the Service confirming document issued by the Tour operator (Voucher, Reservation confirmation or other document). The Agency receives it from the Tour operator and sends this document to the Client in paper or electronic form. In the latter case, the Client and/or Tourists need to print the Service confirming document in a number of copies specified in the document or implied from the instructions of the Agency.
- 12.3. In some cases, the Service confirming document is not needed. In order to receive the Service in such a case, the Client / Tourists call their name and surname or present an identity document.
- 12.4. The Agency at its discretion determines the period within the Service confirming document is delivered to the Client, but no later than before the beginning of the trip. The Agency reserves the right not to transmit the Service confirming document to the Client and / or Tourists until full payment for the Tourism services is received.
- 12.5. If the Client has not paid for the services in due time, the Agency has the right to withdraw from the contract and cancel the reservation of the tour, whereby the Client and Tourists lose the right to receive the services. The Agency reserves the right to withdraw the advance payments paid for the Clients to cover damages incurred by the Tour operators and / or the Agency.
- 12.6. The Agency has the right to accept any new Applications for tour reservation subject to 100% advance payment from the Clients, whose reservation was canceled due to the reasons specified in the previous paragraph, regardless of the conditions, which apply to other Clients on the website www.demareadmare.lv or www.demareadmare.eu.

13. Travel insurance

- 13.1. The Agency at the tour reservation stage offers to Clients to opt for the travel insurance, but at the tour payment stage it offers to buy an insurance policy by the use of technical means online. To do this, the request of the Client is redirected from the Agency website www.demareadmare.lv or www.demareadmare.eu to the platform of the selected by the Client insurance company, which provides travel insurance online service.
- 13.2. The Agency at its sole discretion defines insurance companies, insurance policies offered for sale to the Clients, given the possibilities and concluded contracts with insurance companies. The Client has the right to purchase an insurance policy on their own from any other insurance company, and in this case, the Client agrees that the Agency has fulfilled its obligations to the Client to offer travel insurance.
- 13.3. For the online travel insurance services the section „IV. Travel insurance terms and conditions” apply of the Special Part of these Conditions.

14. Obligations of the Client/Tourist, Agency, Tour operator

- 14.1. Client / tourist undertakes:
 - 14.1.1. To establish contractual relationship with the Agency and Tour Operator in accordance with these Conditions concerning the acquisition of the tour selected by the Client and confirmed by the Tour operator.
 - 14.1.2. In due time to pay the price of the Tourism services, Transaction processing fee (if applicable), the contractual penalty in event of payment delay and other payments specified in the Contract.

- 14.1.3. To ensure that all Tourists are informed about the provisions of the Contract, comply with it and take all the actions dependent on them necessary for the performance of the Contract (including that the Service confirming document is transmitted to the Tourists and printed out).
- 14.1.4. To fill in the Application for the reservation in accordance with the details provided in the online tour reservation contact form on the Agency websites www.demareadmare.lv or www.demareadmare.eu. Vouch for reliability and accuracy of the data provided, as well as for familiarizing himself/herself with information provided in the section "Procedure for ordering of the tour" of these Conditions, as applicable, by signature or using the automated tools on the website www.demareadmare.lv, www.demareadmare.eu.
- 14.1.5. According to the Agency's request and within the time limits established by the Agency to provide it with the documents necessary for tourist trip.
- 14.1.6. To ensure that the Client and the other tourists arrive in due time to the places defined by the Tour operator and announced by the Agency, fulfill the reasonable requirements of the Tour operator's representative, tourism organization and tour manager (tour guide) during a tourist trip, and do not disturb other Tourists.
- 14.1.7. To accept and bear all risks and losses that may arise due to the late arrival of the Client and / or Tourists at the initial point of the trip or the place of receipt of services (for example, the tour program and, accordingly, its price does not include a flight), regardless of the reasons, except if the relevant transportation or transfer services (for example, a transfer from another Latvian city to Riga) is included in the Tourism services as an integral part, and the Tour operator assumes these risks based on the contract.
- 14.1.8. To ensure that the Client and the other Tourists comply with regulations in force of the Republic of Latvia in relation to the departure abroad of minors and adult persons, the passenger carriage regulations, the rules for the carriage of baggage, the requirements of national and international border and customs officials, the requirements for the amount of exported and imported property, and generally accepted norms of the public order.
- 14.1.9. To ensure that all the Tourists before the trip have valid travel document and other documents stipulated by immigration, customs and sanitary authorities in the destination/route countries. Ensure that the validity of the travel document corresponds to a target date for entry in the selected country / countries.
- 14.1.10. To ensure that the travel documents required for issuing visas and other documents (if such a service the Agency provides in accordance with the concluded contract or a separate agreement), are submitted to the Agency in a timely manner. The Client assumes all risks if the embassy (consulate) refuses to issue a visa, and abstains from demanding explanations and making any claims to the Agency in connection with the reasons for visa refusal.
- 14.1.11. To take into consideration that the Tour operator and / or the Service provider (e.g., airline or other carrier) have the right to change the start time of transportation (due to extraordinary circumstances or at its sole discretion). The client is obliged not later than 1 (one) day prior to the travel or transportation (i.e. 24 hours) to recheck the departure time indicated in the Service confirming document, receiving information directly from the Agency or the institution that provides this type of transport (airport), and to arrive for obtaining services in due time.
- 14.1.12. To assume full responsibility, and therefore not claim the Tour Operator and / or the Agency, in respect of personal belongings and documents, their expiry date and visas.
- 14.1.13. To assume responsibility for any damages (e.g., damaged hotel inventory), which are caused during the trip to the third parties. If damages are caused by the minor, the responsibility bears and all damages covers a person accompanying the minor.

- 14.1.14. Independently ensure receipt of e-mails sent to the e-mail address specified by the Client. The fact of sending an electronic message to the e-mail indicated (entered) by the Client is regarded as a notification of the Client.
- 14.1.15. The Tour operator in the Contract and terms and conditions may also provide for other obligations of the Client and / or Tourists, which the latter undertake to respect.
- 14.2. The Agency undertakes:
- 14.2.1. According to the procedures given in these Conditions to provide the Clients with the necessary, complete and reliable information on Tourism services and inform the Client in timely manner about the terms of the reservations, confirmation, rendering and receipt of tourist services and about changes in these terms, set prices, special terms and conditions, maturities.
- 14.2.2. To provide the Client with information on taxes, duties, levies and other payments, which are not included in the price of the service, to the extent that is directly related to the selected service, is required to carry out the tour program and provided by the Tour operator. The Agency is not obliged to inform the Client about all expenses the Client and / or Tourists can occur during the trip, including, but not limited to the cost of meal, the cost of public transport, paid services of the hotels. For Clients' convenience, the Agency may provide this information in the service description, but the Agency does not accept responsibility for its accuracy and relevance.
- 14.2.3. To provide the Client with information on the provisions of the cancelling and changes of the contract on Tourism trips, as well as the applicable amounts of contractual penalty in the event of cancellation of the contract (in the "Information" section of the tour descriptions in the catalogue). The Client should be aware that the conditions may vary depending on the Tour operators and types of the offers (e.g., early booking, last minute offers, and special offers), so the Client should in this regard to pay attention to the type of the chosen offer.
- 14.2.4. To provide the Client with information on the terms and amount of payment for the Tourism trip. The Agency reserves the right at its discretion to change these terms until the Agency confirms the trip to the Client. The Client agrees that the payment terms indicated in the confirmation letter and the invoice are binding for the Client, regardless of the information specified anywhere else.
- 14.2.5. To inform the Client on changes in the contract price, the dates of beginning and end of the tourist trip, the possible cancellation or replacement of a tourist trip, changes in the tour program and other changes. The above Agency's responsibilities do not supersede Client's obligations to obtain and clarify the information set out in these Conditions by himself/herself and become familiar with it.
- 14.2.6. According to the order and within the terms established by normative acts of the Republic of Latvia and Tour operators in a timely manner to inform the Client of the right used by the Tour Operator (if any) to change a date, time and place of departure, time of the planned activities and excursions, as well as the contract price, providing for Clients one of the options set out below in the section "Procedure for changes in the terms of rendering tourism services and cancellation of services" of these Conditions.
- 14.2.7. To insure the possibility to submit the Application for the tour reservation to the Agency on the website www.demareadmare.lv or www.demareadmare.eu, using the online tour reservation contact form. The Agency allows the submission of the Applications in other manner consistent with these Conditions, but in this case the Client himself/herself should ensure that the Application contains all the necessary details.
- 14.2.8. According to the order and within the terms established by these Condition to ensure:

- 14.2.8.1. The establishment the contractual relationship with the Client in accordance with these Conditions with regard to the tour selected by the Client and confirmed by the Tour operator.
- 14.2.8.2. The dispatch to the Client of e-mail notification with the tour reservation confirmation or refusal of confirmation, as well as offer of the alternative services in the latter case. The Agency does not guarantee that the Tour operator confirms any additional requirements indicated by the Client while making booking.
- 14.2.8.3. Informing the Client about the order established by the Tour operator of consideration and satisfaction of additional requirements indicated by the Client in course of booking.
- 14.2.8.4. Timely issuance to the Client of the Service confirming document, invoice and other documents (if applicable), which are necessary for the tourist trip in accordance with the provisions of these Conditions and the Contract, by e-mail or in any other way, if it cannot be done in electronic form (for example, if the Agency undertakes the service of obtaining visas).
- 14.2.8.5. The possibility to make a payment for the tour online on the website www.demareadmare.lv or www.demareadmare.eu, reserving the right to keep the Transaction processing fee. In respect of each payment the Agency arranges the Client with an e-mail notification containing a link on the Agency website www.demareadmare.lv or www.demareadmare.eu for making a payment.
- 14.2.8.6. The possibility to order the travel insurance online on the Agency website www.demareadmare.lv or www.demareadmare.eu.

14.3. The Tour operator undertakes:

- 14.3.1. To ensure the possibility for the Agency to exercise tours bookings on behalf of the Clients and information support necessary for the offer and sale of travel services to Clients in accordance with the procedure and conditions established by the Tour operator.
- 14.3.2. To ensure the organization of tourist trips and provision of the Tourism services in a scope specified in the Contract, the Service confirming document and the tour program (if applicable), if the Contract does not specify the particular conditions of rendering and / or providing services.
- 14.3.3. Other duties of the Tour operator may be envisaged in the Contract.

15. Procedure for changes in the terms of rendering tourism services and cancellation of services

- 15.1. The Client has the right up to the time period specified in the Contract to notify regarding the transfer of the service to another person. The Client and the person to whom the service is transferred shall be jointly liable for payment of additional expenses related to the transfer. The Tour operator sets the terms and conditions of such transfers, including the fee for the additional services or penalties that apply in this case.
- 15.2. The Tour operator in the Contract defines the conditions, procedures and terms under which the trip may be canceled by the Client. The Client should take into account that the Tour operator may stipulate that services are not subject to cancellation.
- 15.3. The Tour operator may specify in the Contract the time period until which the tour can be cancelled where a certain number of participants in the travel is required and such is not sufficient. The Agency shall notify the Client about the cancellation of the tour, if the Tour operator uses this opportunity, immediately after receiving the respective notice from the Tour operator.
- 15.4. The Tour operator has the right to revise the price of a service specified in the Contract, if all of the following conditions are met: (a) not more than 20 days are left prior the start of the journey

(with the exception referred to the conditions as of the following paragraph), (b) the Contract provides for such rights, (c) the procedure for calculating the difference in price is defined in the Contract, (d) there is a change in:

- 15.4.1. costs related to the utilisation of a means of transport (for example, the cost of fuel);
 - 15.4.2. fees, taxes or similar payments chargeable for certain services (for example, airport charges, port charges and other taxes); and
 - 15.4.3. the currency exchange rates specified for the relevant service.
- 15.5. The Tour operator has the right to increase the price later than 20 days prior to the beginning of the travel or prior to the provision of a service to alter significantly any of the essential terms of the contract. The Agency after receiving of the respective notice from the Tour operator shall notify the Client thereof without delay and enable him or her:
- 15.5.1. To acquaint with the additional provisions of the contract and to accept them;
 - 15.5.2. To request a substitute service of equivalent or higher quality (where the tourism operator is able to provide it). The Client shall pay (covering the difference in price) for a service of higher quality. If the service offered is of lower quality than it was intended, the Tour operator under the mediation of the Agency shall refund the relevant difference in price to the Client; or
 - 15.5.3. To withdraw from the contract unilaterally, and the Agency according to the provisions of the Contract shall refund all the sum of money paid by the Client, as well as documentarily certified direct expenditures that have occurred due to the arrival at the place of the commencement of the service.
- 15.6. The client is obliged within 24 hours of receipt of the communication from the Agency to inform it on the decision made to use one of the options mentioned in the previous paragraph.
- 15.7. If in the course of the performance of the contract the Tour operator fails to provide any of the services referred to in the Contract or will not be able to provide them, the duty of the Tour operator shall be to offer an appropriate alternative service to the customer, without requesting additional payment from the customer, and to compensate the difference in price to the customer, if the price of the alternative service provided is lower than the price of the substituted service.
- 15.8. If in the course of a contract the tourism operator does not provide a significant part of the services referred to in the contract or will be unable to provide it and is unable to offer the alternative services referred to in the previous paragraph or they are not accepted by the Client, the Tour operator, upon the agreement with the client, shall provide the Client, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the client has agreed, as well as shall compensate the Client for the unused or partially used service.
- 15.9. The tour operator in the Contract may provide particular details concerning conditions, referred to in the preceding paragraphs, for changes in the services provided by the Contract.
- 15.10. If the Contract does not state otherwise, the Tour operator is not liable for the provision of services in compliance with the Contract, where failure to perform or improper performance of the Contract is not attributable to the Tour operator and the Contract is not being fulfilled due to:
- 15.10.1. the fault of the Client and / or Tourists;
 - 15.10.2. unforeseeable or unavoidable activity of a third party (unrelated to the provision of the services provided for in the contract);
 - 15.10.3. exceptional (unusual, unforeseeable and uncontrollable) circumstances; or
 - 15.10.4. such circumstances, which the tourism operator could not foresee or forestall, while exercising all due care.

- 15.11. The Tour operator and the Agency have a duty to provide the necessary assistance to the Client and/or Tourists, except for the fault of the Client and /or Tourists case as mentioned in the preceding paragraph of these Conditions.
- 15.12. The Agency pays the Client the sums of money mentioned in this section the Conditions less deductions envisaged in the terms and conditions of the Tour operator (if applicable) only after receiving the respective payment from the Tour operator and to the extent the Agency has received funds from the Tour operator, within 3 working days after receipt of payment from the Tour operator. The Agency does not guarantee the payment of this amount to the Client, if the Tour operator does not perform the payment, but undertakes to represent interests of the Client and take reasonable steps to exercise the rights with regard to the Client's claims to recover the said funds from the Tour operator.
- 15.13. The Agency undertakes to place the information corresponding to the terms referred to this section of the Conditions to make it available to the Client before booking the services, under the "Information" section of the website www.demareadmare.lv or www.demareadmare.eu.

16. Complaint and claims

- 16.1. By agreeing with these Conditions, the Client confirms that (a) the Client has received, for him/her is available, and he/she can additionally find information about travel services and its description, which provides the Agency and/or which is placed on the Agency website www.demareadmare.lv or www.demareadmare.eu; (b) he/she knows the requirements to the necessary documents and the conditions for entry, stay and departure of the Client and / or Tourists in the destination country (countries) of travel and in the Republic of Latvia. Confirmation also applies to medical formalities and other requirements that must be fulfilled in order to receive the Tourism services.
- 16.2. As far as possible, all the questions and complaints about restrictions on the services and their quality during the trip the Client undertakes to settle on the spot by contacting the competent person. If this fails, it is the responsibility of the Client, unless stated otherwise in the Contract, to submit a claim to the person specified in the Service confirming document or to the Agency's contact person immediately, if possible during the trip, to have the possibility to eliminate the shortcomings.
- 16.3. According to the legislation, the Tour operator or the representative thereof and the Client shall draw up a document, in which the date, place, time and objections regarding the service, the number of the contract and the paragraph of the contract on the basis of which the objection is being raised, the given name and surname of the client, the name and registration number of the Tour operator or its representative shall be indicated. The document shall be certified by both parties with a signature.
- 16.4. The claims of the Clients received after the trip on the e-mail info@demareadmare.lv are treated according to the order and terms set out by Tour operator in writing, in accordance with properly prepared documents. The Agency has a duty to provide the Client with the necessary assistance and support to address the Tour operator with a complaint or a claim, and inform the Client about the progress within 10 days from the date of its receipt by the Agency and later on within 5 days of receipt of the request from the Client. The Client undertakes to fulfill the requirements of the Agency and the Tour operators with regards to paperwork and other reasonable requirements.
- 16.5. The Client has the right to make a claim in respect of the provision of the services, which do not comply with the terms of the contract, within two (2) years from the date of signing the contract, by filing the demand to the Agency or Tour Operator.
- 16.6. In relation to both charter and scheduled flights included in the travel package purchased by You, the rights of air passengers are in force, which are set out in the paragraphs 2.4 and 2.5 of the section „II. Airline tickets booking and purchase terms and conditions” of the Special Part of these Conditions.

II. Airline tickets booking and purchase terms and conditions

1. Terms

- 1.1. **Agency or we** – SIA „De Mare Ad Mare Baltic”.
- 1.2. **Carrier** – an airline operating the carriage of passengers and baggage.
- 1.3. **Client or You** – a natural person or legal entity, which acquires airline ticket or airline tickets from the Agency online on the website www.justfly.lv.
- 1.4. **Passenger** – a natural person specified as a passenger in the travel document and which is or will be provided the air service with the consent of the Carrier.
- 1.5. **Reservation services** – services, under which You as a User and / or Client are provided with the ability to search, select, order flights online on website www.justfly.lv, as well as, in the case Your order is confirmed, You are able to pay for it and get the E-ticket on the e-mail address.
- 1.6. **Carriage services** – air transportation of passengers and / or baggage, the initial and final point of which can be in the same country or in different countries, or the start and end points are in the same country, but air transportation is carried out with a stop on the territory of another country.
- 1.7. **E-ticket** – a record in the airline's computer system about the passenger and flight itinerary. Passenger at his e-mail receives a printout or registration documents (passenger itinerary receipt / boarding pass), which contain the same information as a regular ticket. This printout or registration documents, together with a passport, must be presented at the airport at the time of check-in.
- 1.8. **Boarding pass** – a document (i) issued at the check-in counter against Your reservation code or Your Itinerary and valid travel Documents; or (ii) printed by You or displayed on Your mobile device if You use the mobile application after completing the online or mobile check-in procedure, permitting You to board the aircraft.

2. General terms

- 2.1. "Airline tickets booking and purchase terms and conditions" section of these Conditions establishes the procedure which you must comply with as a User and / or Client while making reservation and purchase of airline tickets by using the online service on website www.justfly.lv.
- 2.2. Using the airline tickets reservation and purchase online service on the website www.justfly.lv, You without any limitations agree with these terms and conditions. You cannot use the website www.justfly.lv and /or place any reservation orders, if You do not agree with any part of these Conditions.
- 2.3. The use of online service for the reservation and purchase of airline tickets on website www.justfly.lv and any part thereof is equivalent to a final agreement by You, as a Client with all provisions of these Conditions and their mutual signing.
- 2.4. REGULATION (EC) No 261/2004 establishes Passenger rights in the event of denied boarding and of cancellation or long delay of flights departing from the European Union (hereinafter – the EU) or arriving to the EU, or the operating air carrier of the flight concerned is the EU carrier.
- 2.5. The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 28 May 1999 applies in case of problems with the baggage and in the event of death or bodily injury of the Passenger.

3. The website www.justfly.lv and the trade mark „Just Fly Baltic”

- 3.1. This website of the reservation and purchase of airline tickets and the related trademark "Just Fly Baltic" is owned by SIA "De Mare Ad Mare Baltic", which acts as the Agent of the Service provider (hereinafter – the Agency).

- 3.2. The Agency on the website www.justfly.lv offers an online system to reserve and purchase airline tickets, designed to facilitate Client access to the proposals of the Carriers, as well as allow the Clients to reserve, to register, to pay for and to receive E-tickets.
- 3.3. The technical solution of the online system to reserve and purchase airline tickets on the website www.justfly.lv the Agency provides in cooperation with representatives of the tourism industry UAB Oviosoft (Lithuania).
- 3.4. UAB Oviosoft has developed a technical platform (system), combining the offers of the different carriers (airlines) from the Amadeus, Galileo and low cost airlines reservation systems. UAB Oviosoft through the agency that is an accredited IATA agent is participating in the settlement mechanism and automatically providing cash payments to the Carriers and receiving E-tickets.
- 3.5. Website www.justfly.lv is available from the appropriate web address or via the Agency website www.demareadmare.lv or www.demareadmare.eu.
- 3.6. The Client is aware of and agrees that the reservation, registration and payment of airline tickets on the www.justfly.lv website is a multi-level process, which involves various parties, as a result the availability of the service may be outside the control of the Agency. While the Agency, within the limits of its possibilities, shall take all reasonable steps to recover of service operating capacity as soon as possible, the Agency assumes no liability in any kind for the possible losses of the Client and / or Passengers related to the unavailability of the service.

4. Subject of the contract

- 4.1. The subject of the contract is as follows:
 - 4.1.1. Agency sells, and Client buys airline tickets online on the www.justfly.lv website (the Reservation services). The Agency after paying for the service and issuing the ticket sends to the Client's e-mail a link to the E-Ticket or Boarding Pass.
 - 4.1.2. Carrier selected by the Client (Carriers for a connecting flight) provides Clients and / or Passengers the transport services on the basis of an E-ticket, which is sent to the Client upon confirmation of booking and payment (the Carriage services).
- 4.2. The contract consists of: (i) these Conditions, which the Client must read before using the www.justfly.lv website, and (ii) specific conditions of the Carriers, including the conditions of purchase of airline tickets, fare conditions, the conditions of the reservation (Booking policy, Terms and Conditions), the conditions of additional services, which the Client must read and agree to them before starting ordering of the ticket.

5. Terms of conclusion of the contract

- 5.1. Using the online airline ticket reservation system on the www.justfly.lv website, the Client concludes a contract for air transportation services directly with Carriers, who are responsible for the provision of services in accordance with the carriage terms and conditions. Agency is not responsible for the provision of air transportation services, including flight delays, connecting flights possibilities, and other similar circumstances that are associated with weather conditions, airports, etc.
- 5.2. Terms and conditions of the Carriers are available directly on the site www.justfly.lv, or by reference to the airline websites. The Client is obliged to get acquainted with these terms and conditions and accept them prior to booking. After accepting, these terms and conditions become binding for the Client as an integral part of the Contract.
- 5.3. For the Carrier the terms and conditions become binding from the booking confirmation issuance. The Client is obliged to follow exactly the Carriers requirements for the check-in deadlines, re-confirmation of the flight reservation, etc.

- 5.4. The Client should reach the age of eighteen to have a right to place orders and book services online at www.justfly.lv website. By agreeing the terms and conditions of carriage before booking, the Client confirms his right to use the service as well as his legal capacity, paying capacity and assumes the responsibility for the obligations it has taken as a result of the use of the reservation system.
- 5.5. The Client, who became a party to these Conditions and the Contract, shall inform the other Passengers on the provisions of the Contract and conditions of the service. All passengers must comply with these terms and conditions.

6. Flights search, prices and fares

- 6.1. Flights search engine on the website www.justfly.lv allows you to search for direct and transit (combined) flights in the following ways: (a) to choose a start point and end point of the flight, date, number of passengers and flight direction (one way or return trip), (b) by use of the "Special offer" flights' selection tool from Riga, Vilnius or Kaunas airport.
- 6.2. The flight price displayed as the search result includes flight fare, fees, taxes and duties and other charges, including service fee (unless particularly stated), but does not include charges for additional services (for example, the charges for baggage, priority boarding or seat selection not included in the price) and the transaction processing fee for online payments on our website.
- 6.3. The Transaction processing fee applying according to the Price List is reflected on stage of the checkout. It depends on the type of payment and may have a fixed amount or to be expressed as a percentage of the amount of payment.
- 6.4. The Agency and the Client can agree on an additional service, for example, check-in, printout and delivery of documents for flight to the Client. This service is an additional service and is paid separately.
- 6.5. To compare the offers and their terms, you should go into selected offer by clicking the "Book now" button and examine the list of services included in the price. The structure of the price could be obtained, including the flight fare and taxes / fees along with other add-ons.
- 6.6. Before booking an airline ticket the Agency strongly advises to consult with the information as stated below, which in summary is presented in the correspondent flight offer. However, the Agency advises to read the terms and conditions of carriage of passengers and baggage, which the Carrier publishes on its website.
 - 6.6.1. Whether there is enough time for connection, if the flight is not direct, in view of possible delays and other circumstances, such as the receipt and registration of baggage for the next flight segment. It is necessary to check, whether the departure airport in the transit destination for non-direct flights coincides with the arrival airport, otherwise the Client / Passenger is obliged to provide a transfer to the airport of departure.
 - 6.6.2. Terms of baggage carriage and other important information, for example, carriage of children, check-in requirements for the flight, etc. Hand and checked baggage allowance, paying special attention to the allowable baggage size and weight.
 - 6.6.3. Terms of the purchase, cancellation and change of the airline tickets. Please note that for each separate order certain restrictions and conditions of cancellation or change may impose, which the Client accepts at the time of reservation and which are dependent on the terms and conditions of a particular Carrier.
 - 6.6.4. Additional services that can be chosen before you book an airline ticket.
- 6.7. When flying by two or more airlines a risk can arise that the Client / Passenger and his baggage cannot be checked-in to the final destination. Thus, there is a possibility that you are late for your connecting flight. In this case, the Client / Passenger shall bear all financial losses that may incur due to the loss of the connection.

- 6.8. Availability of seats for offered price is limited. The seat for a certain flight or any other flight may no longer be available, if the payment is postponed to a later time. Ticket price can change until ticket is not purchased and the payment is made. Price and other terms of the order are not final until the Client has not received a booking confirmation.
- 6.9. Agency is not liable for any expenses that may arise in connection with the transfer between airports or terminals.
- 6.10. Airlines at the airport may apply additional taxes and fees, for example, the charges for choice of seat, check-in, etc.

7. Reservation and payment terms and conditions

- 7.1. Client confirms that starting the booking he/she fully understood the route of his choosing, connection possibilities and connection time necessary. Client understands and agrees that he/she is responsible for transfer arrangements in due time, if arrival and departure airports are at separate locations.
- 7.2. The notifications and warnings on the website www.justfly.lv regarding the layover time for connecting flights are presented only and solely for the convenience of the Clients. The Client agrees that he/she shall not be entitled to make a claim to the Agency, referring to the provided or not provided information or warning, and the Client assumes full responsibility for any decision taken on the sufficiency of layover time and also for the possibility being late for the connecting flight.
- 7.3. The Client acknowledges and agrees that by purchasing of the individual tickets on various segments of the complex flights route, including the purpose of obtaining the most advantageous price offer, he/she fully accepts any responsibility for the event, if one of the airlines cancels the flight, changes flight schedule, or the flight is delayed. In this case, the Client will not claim either the Carrier or the Agency, if as a result the connection would be lost between separately booked flights.
- 7.4. When placing the same order in the different agencies note that the Carrier may at any time to cancel the duplicate orders, in spite of the fact that the ticket was issued and paid for. To avoid this, you should withdraw the unnecessary order in due time.
- 7.5. Number of passengers (not including infants up to 2 years), which is included in one order on the same flight, cannot exceed ten persons. Otherwise, an airline operating the flight can cancel the reservation without notice to the Agency.
- 7.6. When purchasing a ticket the Client has no right to use the name and surname of another person. The Client can buy an airline tickets for other Passengers, by specifying their personal data.
- 7.7. In the booking form you should specify the name and surname of each passenger in the Latin alphabet as in your passport, but with no special characters. When ordering, the Client is obliged to check conformity of the name and surname indicated on the ticket and / or booking confirmation to passport data.
- 7.8. When booking, the Client shall specify the phone number and the e-mail address of the contact person to whom an E-ticket will be sent.
- 7.9. The Agency relies on the accuracy of the information provided by the Client and does not accept responsibility for the: (a) incorrect indication of the name and surname and (b) non-delivery of the ticket to the Client, if exact delivery e-mail is not specified.
- 7.10. If the order is not successful, you will receive a notification and a proposal to start a new search.
- 7.11. After successful booking the browser's window will open, where details of your order will be indicated, and you will be prompted to make a payment. Simultaneously you will receive an email notification of the order and a link to the payment page.

- 7.12. Air ticket can be paid by bank transfer, by VISA and MasterCard payment cards, Paysera, as well as using the Internet bank of certain credit institutions (bank-link). Payment should be made one instalment, split up or deferred payments are not allowed.
- 7.13. The order is not confirmed until payment is received by us, and until You receive a confirmation notification and an E-ticket to your e-mail address.
- 7.14. Shelf life is limited of the unpaid reservations. Reservation is cancelled automatically, if payment is not received in due time.

8. Cancellation and changes

- 8.1. We provide no possibility to cancel or change the reservation online on the website www.justfly.lv. To do this or in case of the technical problems, please contact the Agency by the e-mail info@justfly.lv. On the phone, the Agency may provide advice; however, all actions associated with the reservations can be made solely in writing.
- 8.2. The Client should take into account that this is a Carrier, who sets the terms changes or cancellation in the reservation, including service fee and additional costs. The Client is obliged to read this information before starting a booking according to the procedure prescribed in these Conditions. Agency refuses the Client change or cancelling of a reservation, if it is not provided by the rules and conditions of the Carrier, and the Client shall not be entitled to make any claim to the Agency in this regard.
- 8.3. Changes to the reservation the Agency confirms to the Client only after receipt of all associated payments.

9. Ticket

- 9.1. Fully paid up and valid ticket is a document of carriage of passengers and baggage, based on which the Carrier provides the Carriage services.
- 9.2. The Passenger is obliged at the request to present a ticket to the Carrier or to another authorized person. The Passenger must keep the ticket during the entire trip till it ends, if the Carrier does not replace a ticket by another document.
- 9.3. The ticket is valid only for the obtaining of services specified therein.
- 9.4. The ticket enables air carriage from the original airport to the final destination airport. The ticket does not provide transportation between airports.
- 9.5. By purchasing a ticket, you need to pay extra airlines' charges, unless otherwise stated.

10. Check-in and boarding

- 10.1. Each airline sets its own rules for check-in for the flight, including the start and end of check-in. These rules may also depend on the departure airport. Please verify this information on the Carrier's website.
- 10.2. The confirmation you receive on your e-mail will contain information about check-in at the airport or online. If free check-in is available only online, you will be offered one of the following options:
 - 10.2.1. Possibility to check-in for the flight in the "Self-service" section on the website www.justfly.lv. In this case, after filling-in the required data and confirming their correctness, the Boarding pass, which you will have to print out and present for boarding the aircraft, will automatically be generated by the time set by the Carrier.
 - 10.2.2. If check-in is available on the Carrier's website, you will be given appropriate instructions and reservation data. You will need to fill-in the requested information on the Carrier's website and print out the Boarding Pass.

- 10.3. You need to check-in and register baggage before the completion time set by the airline. The check-in shall be deemed completed, when You obtain your boarding pass and baggage claim tag/baggage identification tag.
- 10.4. You must prove your identity, present your reservation code and valid travel document upon check-in. At some airports, a photograph may be taken at check-in of the passenger for security reasons and You consent to any such photograph being taken.
- 10.5. If you do not complete the check-in before the deadline set, a Carrier has the right to cancel Your booking and to deny your carriage.
- 10.6. You should come to the boarding gate no later than at time specified upon the check-in by the Carrier or its authorized agent. It is your responsibility to follow the up-to-date information provided by the airport in any relevant way about the boarding gate, which may change. If You do not come to boarding in a timely manner, the Carrier may revoke the place in the aircraft reserved for You.
- 10.7. If Your ticket is issued for two or more segments per one way, upon arrival at each transfer airport You are required to leave the aircraft, pass through customs clearance, border- and security control. The procedure and rules, whether You need to pick up Your checked baggage and check-in to the next flight, depend on the terms and conditions of the Carrier operating Your flight.

11. Carriage services rules

- 11.1. With respect to the Carriage services the rules, terms and conditions of the Carrier, the airport, the Competent institutions are in force, as well as the terms referred to this section of the Conditions. To get access to the flight You need to comply with the rules applicable to travel documents, customs formalities and security requirements. If you do not follow these rules, you may not be provided with Carriage services, and the reservation may be cancelled.
- 11.2. You should be aware that flight schedules of Carriers may change. Regardless of whether the Agency warns you about these changes, it is Your responsibility to familiarize yourself with the actual time of departure on the airport's and / or airline's website and to arrive to check-in and / or boarding in due time. The Agency shall not be liable for Your losses caused by any circumstances mentioned above in this paragraph.
- 11.3. The Passenger must carry out the flight in that order, as indicated in the ticket. If You fail to appear for the flight, which included a combined itinerary, or do not use any of the segments specified in Your ticket, the airline can cancel all future flights without the right to obtain compensation for the unused tickets.
- 11.4. The Passenger should have all documents and visas necessary for the planned arrival at final destination and transit stops along the route, if they are provided by reservation. Name and surname of the Passenger indicated in the reservation should match the data of the identity document during the entire trip.
- 11.5. If Passenger check in fewer pieces of baggage than had been paid for, the baggage fee will not be refunded.
- 11.6. The received confirmation will indicate whether you will be able to register the baggage to the destination in the case of a connecting flight. If you fly a budget airline, you will have to get your baggage at the transit airport and register it for the next flight.
- 11.7. Please prior to booking or prior to the flight read and draw attention to the following information:
 - 11.7.1. Rights of the Carrier to deny You boarding or carriage, as well as other rules of Carriers regarding conduct on board of the aircraft, the use of electronic devices, smoking and alcohol consumption, flight cancellations and delays, etc.
 - 11.7.2. Rules of Carriers regarding the distribution of seats in the aircraft.

- 11.7.3. Rules of Carriers concerning the carriage of hand baggage and checked baggage, including the carriage of nonstandard baggage and items prohibited for carriage in baggage.
- 11.7.4. Rules of Carriers concerning the carriage of passengers with special needs, infants and children, pregnant women and other categories of passengers, in respect of which special conditions and restrictions may apply.
- 11.7.5. Customs, safety and entry to the country requirements.
- 11.7.6. Passengers' rights for compensation in accordance with legislative acts, in case of flights cancellation and delay, as well as in the event of death or bodily injury of the passenger.

12. Complaints and claims

- 12.1. The Agency accepts Clients' complaints only in writing by e-mail info@justfly.lv. Please provide your phone number so that we can contact you for further details and other purposes. Complaints and claims are considered in accordance with the legislation of the Republic of Latvia. Consideration period is 10 days.
- 12.2. The Agency undertakes to assist you, when in accordance with the terms and conditions of the airline you are offered an alternative flight or a refund. In these cases, the Agency does not guarantee a positive outcome, but undertakes to inform you about the progress of the case within 10 days of receipt of the request by the Agency and later on within 5 days of receipt of the request from the Client. All amount received in your favor will be transferred to you within 3 days of receipt of payment from the carrier. Communication is conducted in writing, by e-mail info@justfly.lv.
- 12.3. The Agency is not committed to realize your rights and claim for compensation in cases provided by legislation, for example, in case of flight cancellation, flight delays, as well as in cases of death or personal injury to passengers. These claims to the airline you should file by yourself, except the participation of the Agency is needed.

13. Other terms

- 13.1. When booking, you agree to receive e-mails that we can send to you regarding your trip and also to provide additional information or / and proposals related to your direction of travel and stay (and third-party proposals you may be interested in).
- 13.2. In some countries, there is a rule according to which the passport of the traveller should be valid for a certain period after entry into the country. Typically, this period is from 3 to 6 months. Additional information is available on the website of the Ministry of Foreign Affairs of the Republic of Latvia www.am.gov.lv.
- 13.3. Children require a passport for the foreign trips. If a child is traveling alone accompanied by the person who is not his parent, a notarized consent for the child's departure from the country is needed, as well as the original or a copy of the birth certificate.
- 13.4. Name/surname specified in the passport must match those in the ticket; otherwise the ticket is not valid. If any of the stated participants of the trip changes the name/surname, for example, through marriage, the customer should notify the Agency in order to make the necessary changes in the documents.
- 13.5. We encourage you to purchase travel insurance as the circumstances may occur possible, the responsibility will not be able to assume neither the Agency, nor the Carrier.
- 13.6. The Client is responsible for observance of requirements relating to health. Please familiarize yourself with relevant requirements that can be found on the website www.potes.lv under the "Vaccinations for the travellers" section.

III. Hotels reservation using online service terms and conditions

1. Terms

- 1.1. **Agency or we** – SIA „De Mare Ad Mare Baltic”.
- 1.2. **Service provider** – hotel reservation online service Booking.com or HRS.com.
- 1.3. **Booking.com** – Booking.com B.V. (the company behind Booking.com™) is registered and based in Amsterdam, the Netherlands, from where it renders an online accommodation reservation service on its website.

Booking.com B.V.
Herengracht 597
1017 CE Amsterdam
Netherlands

Phone: +31 70 770 3884

Fax: +31 20 712 5609

E-mail: customer.service@booking.com

Kamer van Koophandel Amsterdam (Commercial Register of the Chamber of Commerce and Industries Amsterdam)

File number: 31047344

VAT registration number: NL805734958B01

Registration number Dutch Data Protection Authority: 1288246

To the extent permitted by law, terms and conditions and the provision of the services shall be governed by and construed in accordance with Dutch law and any dispute arising out of the general terms and conditions and the services shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.

The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of the terms and conditions or inconsistency or discrepancy between the English version and any other language version of the terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

- 1.4. **HRS.com** - HOTEL RESERVATION SERVICE is a hotel booking portal for business and private travellers. More than 300,000 hotels in 190 countries and more than 400,000 holiday homes and apartments in Europe are offered for booking in the portal. Founded in 1972 as a sole-proprietor company and has been run as a limited company (GmbH) since 1977.

HRS - HOTEL RESERVATION SERVICE

Robert Ragge GmbH

Blaubach 32

50676 Cologne, Germany

Commercial register:

Cologne district court, HRB 6099

Phone: +49 221 2077 600

E-mail: office@hrs.de

Headquarter:

50676 Köln, Blaubach 32

German law applies. The place of performance is Cologne. The place of jurisdiction is agreed as Cologne in respect of business persons or individuals who have no place of jurisdiction in Germany. Otherwise the legal place of jurisdiction applies.

- 1.5. **User or Client or You** - a natural person or legal entity, which books a hotel online on the website www.demareadmare.lv or www.demareadmare.eu, by using hotels reservation service offered by the Service providers.
- 1.6. **Hotels reservation services** – services, under which You are provided with the ability to book a room with the accommodation providers online on website www.demareadmare.lv or www.demareadmare.eu, by using hotels reservation services offered by the Service providers. The booking is approved by the booking confirmation sent to Your e-mail address. The booking gives You a right to stay with the accommodation provider according to the details specified in the confirmation.
- 1.7. **Accommodations** - hotels, motels, hostels and bed & breakfasts, apartments collectively the "Accommodation(s) or Accommodation providers".

2. General terms

- 2.1. "Hotels reservation using online service terms and conditions" section of these Conditions establishes the procedure which you must comply with as a User and / or Client while using the hotels reservation online service on website www.demareadmare.lv or www.demareadmare.eu.
- 2.2. Using the hotels reservation online service on the website www.demareadmare.lv or www.demareadmare.eu, You without any limitations agree with these terms and conditions. You cannot use the website www.demareadmare.lv or www.demareadmare.eu and /or place any reservation orders, if You do not agree with any part of these Conditions.
- 2.3. Terms and conditions of the Service providers are available on their websites under the correspondent sections. Access to them is provided from the website www.demareadmare.lv or www.demareadmare.eu when you start to use the appropriate service.
- 2.4. In case of conflict between the terms and conditions of the Service provider and these Conditions, the terms and conditions of the Service providers will prevail.
- 2.5. The use of the hotels reservation online service on website www.demareadmare.lv or www.demareadmare.eu and any part thereof is equivalent to a final agreement by You, as a Client with all provisions of these Conditions, terms and conditions of the Service providers and their mutual signing.

3. Ensuring hotels reservation services

- 3.1. The Agency acts as an agent or distributor, which on the website www.demareadmare.lv or www.demareadmare.eu places online platforms of the Service providers through which all types of temporary accommodation can advertise their rooms for reservation, and through which visitors to the website can make such reservations. Temporary accommodation is such for up to 30 days.
- 3.2. The Agency is not responsible for the services offered by the Service providers and placed information about these services as well as do not represent them and does not undertake any guarantee (direct and indirect) for the proper provision and quality of the services. You are fully responsible for the evaluation of the information provided and decision-making, whether use the services or abstain from using them.
- 3.3. The hotels reservation service is free, that is, neither the Agency nor the Service provider charges any service fee or add any additional charges to the price of the room. The Agency receives from the Service provider a part of the commission (a percentage of the room rate), which the Service provider receives from the accommodation provider after your stay and pay for your accommodation.
- 3.4. Neither the Agency, nor the Service provider charges you for the accommodation. You make a payment to the accommodation provider or in some cases when it is clearly stated before your

reservation, You agree to the write-off of the amount of the advance payment from Your credit card during the booking process.

- 3.5. The information disclosed on the online platforms of the Service providers is based on the information prepared and provided by accommodation providers. As such, please draw attention to provisions of the rules and conditions of the Service providers, which stipulates the limitation of liability in terms of the accuracy, completeness and correctness of this information, as well as regarding to the ensuring the technical functioning of the service.
- 3.6. You are kindly requested to pay attention to the clarifications provided by the Service providers in their rules and conditions regarding the following questions:
 - 3.6.1. the evaluation of the hotels quality, their service level, qualification or (star) rating;
 - 3.6.2. hotels ratings, customers' evaluations and reviews, as far as applicable;
 - 3.6.3. ways and methods the prices are indicated, charges included and not included in the price, price guarantees and other issues related to the price;
 - 3.6.4. specifying of prices in different currencies and applicable currency exchange rates.

4. Rendering of hotels reservation services and contractual relationships

- 4.1. By making a reservation through the online platform of the Service provider placed on the website www.demareadmare.lv or www.demareadmare.eu, you enter into a direct (legally binding) contractual relationship with the accommodation provider at which you book a room.
- 4.2. You are fully responsible that reservation information specified by You in the course of the booking (e.g., number of nights, contact information) is accurate and complete.
- 4.3. From the point at which You make your reservation, the Service provider acts solely as an intermediary between You and the accommodation, transmitting the details of your reservation to the relevant accommodation provider and sending you a confirmation e-mail for and on behalf of the accommodation provider.
- 4.4. Given the Service providers operate in foreign jurisdictions (refer to the "Terms" section for the respective countries), which may have certain peculiarities from the legal point of view, please read the terms and conditions of the Service provider in order to obtain more precise information about the content of the contractual relationship between You, the Service provider and the accommodation provider.

5. Payment cards

- 5.1. To make and to guarantee the reservation, most of the hotels request to specify payment card's details (credit card's details in most cases), as a credit card number is used as a guarantee of your arrival to the hotel.
- 5.2. If payment card details are not requested, please particularly make sure that a booking is guaranteed and check the time up to which a booking is valid. For example, it may be stated that a standard booking, which is not guaranteed by payment card details, is valid until 18:00 local time.
- 5.3. The accommodation provider may perform the following operations with of your payment card:
 - 5.3.1. Pre-authorisation is performed to check a validity of Your payment card details. In this case the accommodation provider temporarily blocks on your credit card an amount roughly equivalent to the cost of Your reservation. The amount will be unblocked after a certain time period. How long this takes will depend on the accommodation provider and Your credit card issuer.
 - 5.3.2. Prepayment that some accommodation providers require at the time of reservation. This policy is clearly highlighted during the reservation process, and You can see it in your confirmation e-mail as well. If you are eligible for free cancellation (this possibility is not available in all cases),

this amount is returned to you if you choose to cancel your reservation. Please carefully check the information on room reservation conditions prior to booking.

- 5.4. A more precise and detailed information on the use of payment cards you can get, having examined the terms and conditions of the Service providers.

6. Cancelling and changes on Booking.com

- 6.1. If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. Please note that certain rates or special offers are not eligible for cancellation or change.
- 6.2. Please note that you may be charged for your cancellation in accordance with the accommodation provider's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount.
- 6.3. We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.
- 6.4. Please note that a reservation which requires down payment or (wholly or partly) prepayment may be cancelled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy of the accommodation and the reservation.
- 6.5. Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the accommodation agrees or allows otherwise under its (pre)payment and cancellation policy.
- 6.6. A more precise and detailed information you can get, having examined the terms and conditions of the Booking.com.

7. Cancelling and changes on HRS.com

- 7.1. All changes and cancellations should always be made via the HRS System. Timely receipt of the communication by HRS is essential if the change or cancellation is to be made in time.
- 7.2. In the event of cancellation, a cancellation number will be issued. This provides proof of cancellation and therefore it is imperative that you keep it.
- 7.3. It is generally possible to make changes before the end of the cancellation period free of charge. In the case of specific changes, e.g. reducing the length of stay, the hotel may claim for any damage that may have arisen.
- 7.4. In the event of cancellation after the end of the cancellation period, your communication will be passed on to the hotel by HRS. It depends on the relevant bookings conditions as to whether there are any cancellation costs.
- 7.5. Please check the relevant cancellation and booking terms for your booking to find out whether a cancellation is still free of charge. However, in the case of special prices, services and/or dates, and in the case of very short-term bookings, hotels frequently do not allow free cancellation.
- 7.6. A more precise and detailed information you can get, having examined the terms and conditions of the HRS.com.

8. Other issues

- 8.1. The general principle of using the service requires that you communicate with Service provider and / or accommodation provider on your own. Your personal data are not available for us, since you transmit them directly to the Service provider. This means that the Service provider may

contact you by phone and / or e-mail regarding your booking, changes, etc., and you must be able to provide and to support this communication, if necessary.

- 8.2. If you have any complaints or questions, we recommend solving them on the spot or, if possible, immediately contacting the Customer Service of the Service provider by phone or e-mailing as indicated on their websites. Consideration of claims takes place to the extent and in a manner that stipulated by the terms and conditions of the Service providers. Agency does not accept any claims and does not provide any help, unless the Agency and the Client enter into a special agreement on the provision of hotel booking services.
- 8.3. Notwithstanding the above mentioned, we recommend you to contact us by phone or e-mail if you encounter problems with regards to the receipt of hotel reservation services and accommodation. Although we do not assume any liability and responsibility to do so, within our capabilities, we will provide you with advice or in the emergency situations will help to communicate with the Service provider.
- 8.4. We strongly advise You to store the documents certifying the payment of at least 6 months after return from the trip to ensure a documented evidence for an exceptional case if a write-off occurs from your credit card for the room already paid for at the hotel. In this case, you will need to submit a claim to the card-issuing bank, which will take all the necessary steps to return the amount written off twice.
- 8.5. Please check the terms and conditions of the Service providers as well as the information provided on their websites for the explanations concerning the safety of the settlements using the payment cards, the risk of unauthorized or fraudulent use of payment cards and the actions in such cases.

IV. Hotels reservation through the agency terms and conditions

1. Terms

- 1.1. **Agency or we** – SIA „De Mare Ad Mare Baltic”.
- 1.2. **Hotel booking platforms** - B2B online technology solutions supported by the Agency's partners, providing for the opportunity to search for hotels, compare prices, book and perform settlements for Accommodation Services.
- 1.3. **Guest** - the Client or other person for whom Reservation is made and who becomes a party to the Accommodation Service agreement after the completion of Reservation.
- 1.4. **Date of execution of penalty sanctions** - the date after which the Reservation on the Refundable rate is automatically converted to the Reservation on the Non-refundable rate.
- 1.5. **Reservation on the Refundable rate** – the Reservation which can be cancelled before the Date of execution of penalty sanctions.
- 1.6. **Reservation on the Non-refundable rate** – the Reservation which cannot be cancelled. In case of the cancellation, Reservation price paid is not refunded under any circumstances.
- 1.7. **Reservation** – an action performed by the Agency on the Hotel booking platforms which results in conclusion of the Client's/Guest's Accommodation Service agreement with the Accommodation provider. The Reservation gives You the right to stay in the Accommodation according to the details provided in the confirmation.
- 1.8. **Voucher** - a document issued by the Agency that entitles the Client/Guests to receive the Accommodation Service from the Accommodation provider.
- 1.9. **Accommodation Service** - a service provided by the Accommodation provider to Guests, which provides for a room or a bed for short-term accommodation and access to other facilities of the Accommodation.

1.10. **Accommodations** - hotels, motels, hostels and bed & breakfasts, apartments collectively the "Accommodation(s) or Accommodation providers".

2. The subject of the contract

2.1. The Agency acting as an agent and using the partners' given access to the Hotel booking platforms provides for the Clients and / or for its indicated Guests hotels Reservation services.

2.2. The Agency in favour of the Client / Guest makes the Reservation, receives payment for it from the Client and transfers it to the Accommodation provider using the Hotel booking platforms. The Agency on its own behalf issues a Voucher to the Client for receiving the Accommodation Service. Upon request of the Client, the Agency may provide the Client with a confirmation of the Accommodation provider on the Reservation made.

2.3. The Client / Guests are guaranteed only the Services indicated in the Voucher, which are confirmed by the Accommodation provider. With requests for any improvements or additional services that are not listed in the Voucher, the Guest should contact the administration of the Accommodation provider.

2.4. The Accommodation provider renders Accommodation Service to the Client / Guests directly, without intermediation of the Agency, according to its terms and conditions, about which the Agency is obliged to inform You.

2.5. The Agency is not responsible for the services offered by the Accommodation provider, do not represent them and does not undertake any guarantee (direct and indirect) for the proper provision and quality of the services. You are fully responsible for the evaluation of the information provided and decision-making, whether use the services or abstain from using them.

3. Information disclosure

3.1. The Agency places information about the opportunities offered by the hotels and prices in its online tours catalogue. The offer can be placed individually for the hotel or for a combination of individual services, as described in the General Part of these Conditions.

3.2. With respect to the completeness, reliability and actuality of the information placed the terms and conditions of the section I "Package tour services terms and conditions" of these Conditions is in force, including the actuality of prices. The up-to-date price will be provided to You upon request, and it will not be fixed until receipt of the Reservation confirmation.

3.3. The Agency undertakes to inform you in the "Information" section in a clear and understandable way, whether the relevant Reservation is the Reservation on the Refundable rate or the Reservation on the Non-refundable rate as well as to specify the Date of execution of penalty sanctions, the Reservation cancellation terms and conditions and other terms and conditions applied by the Accommodation provider.

3.4. The Agency in the description of the proposal refer to the classification of the hotel based on the "stars" system in accordance with the assessments provided by the Accommodation providers or indicated on the Hotel booking platforms. The Client understands and recognises that each country has its own Accommodations classification system, which takes into account a number of criteria, including but not limited to the following: the area of the room, eating options and possibilities, the amenities (equipment) in the rooms and the range of services offered. These assessments and applicable criteria may differ from the Guest's subjective assessment, and the Client / Guests undertake not to file claims against the Agency in this regard.

3.5. The Agency in the description of the offer provides information on the services rendered by the Accommodation and the terms thereof, including information on paid services. This information is checked as far as possible, but the Agency does not guarantee that during the stay of the Guest these services will be available and the conditions for their provision will not differ.

4. Reservation price

- 4.1. The price of the Reservation, which the Client shall pay, is calculated taking into account the number of rooms, and:
 - 4.1.1. By multiplying the number of nights spent in the Accommodation and the average price per night (including taxes and other similar fees, unless otherwise specified).
 - 4.1.2. By adding a charge for the services confirmed by the Accommodation facility (for example, meals, car parking prepayments, transfer service prepayments, charges for extra guests etc.).
- 4.2. The Reservation price does not include extra costs (for example, telecommunication services, room service) and other services charges that are not confirmed at the time of Reservation. These extra costs and charges are paid by the Client and / or Guests at the Accommodation.

5. Reservation execution and processing

- 5.1. In the online tours catalogue, You select the Accommodation, the period of stay, the number of Guests and other opportunities offered, and then submit the Application to the Agency according to the procedure specified in section I "Package tour services terms and conditions" of these Conditions.
- 5.2. The Agency checks the availability of the rooms and the price, contacts you by e-mail, sends up-to-date information and the terms and conditions of the Accommodation provider, including the cancellation terms and conditions as well as the Date of execution of penalty sanctions, if applicable.
- 5.3. After receiving from you acceptance, the Agency sends the confirmation to your e-mail address with a payment link and invoice according to the procedure specified in section I "Package tour services terms and conditions" of these Conditions. The terms and conditions of the Accommodation provider object are attached to the e-mail letter.
- 5.4. After receiving the advance payment for the Reservation on the Refundable rate or full payment for the Reservation on the Non-refundable rate, the Agency makes a Reservation and on its behalf sends You an e-mail confirmation via e-mail.
- 5.5. The Agency sends you a Voucher for presentation in the Accommodation after full payment of the Accommodation service is received.

6. Payment terms

- 6.1. Payment should be made:
 - 6.1.1. Reservation on the Non-refundable rate: in full within 12 hours from the receipt of the invoice. If payment is not received within the specified period, you will be refused the Reservation.
 - 6.1.2. Reservation on the Refundable rate: The advance payment reported by the Agency within 12 hours from the receipt of the invoice and the remaining amount no later than 10 days before the Date of execution of penalty sanctions should be made. If payment is not received within the specified period, your Reservation will be canceled; You will be refunded an advance payment less the penalty set by the Accommodation provider on maturity specified for canceled Reservations.
- 6.2. Please note that the payment time reported to you represents the time to which the funds must be credited to the Agency's account.
- 6.3. If the price changes before the payment is received by the Agency, you must pay the difference in price. Otherwise your reservation will not be executed and You will receive a refund within 3 business days. The Transaction processing fee is not refundable in this case.

7. Reservation alteration and cancellation

- 7.1. Alteration and cancellation of the Reservation should be applied in writing to the e-mail info@demareadmare.lv, specifying the details that allow uniquely identify the Reservation.
- 7.2. To the alterations and cancellations of the Reservations, the terms and conditions of the Accommodation provider apply, which you will be notified about in the description of the offer. These conditions also depend on whether the Reservation is the Reservation on the Refundable rate or the Reservation on the Non-refundable rate. On the Date of execution of penalty sanctions the Reservation on the Refundable rate is automatically converted to the Reservation on the Non-refundable rate. In case of the cancellation of the Reservation on the Non-refundable rate, Reservation price paid is not refunded under any circumstances.
- 7.3. Any alteration of Reservation after receipt of confirmation is considered as a cancellation of Reservation and making new Reservation. The Client is responsible for paying fines for cancellation or amendment of Reservation in accordance with alternation and cancellation policies established by the Accommodation provider, if applicable.
- 7.4. In case of no-show of the Guest, the Reservation is deemed to be cancelled. To the extent this is stipulated by the terms and conditions of the Accommodation provider, the payment made will be refunded after deduction of the Reservation cancellation fine set out by the Accommodation provider. The Transaction processing fee is not refundable in this case.
- 7.5. In the event the Guest cannot check-in at the Accommodation due to the fault of the Agency, it offers the Guest an alternative accommodation of the same or a higher level, compensating for the documented costs of moving to another Accommodation.
- 7.6. If the Agency is unable to perform the actions specified in the previous paragraph, it shall refund the payment made to the Customer, including the Transaction processing fee, unless the Guest could not check-in at the Accommodation as a result of his actions or inaction, as well as the actions and inaction of the Client or third parties for which the Agency is not responsible (including but not limited to carriers, taxi service providers, etc.).
- 7.7. The Agency is not responsible for the Guest's noncompliance with the Hotel's check-in rules (including presentation of documents necessary for the check-in, time of check-in and so on).
- 7.8. If, as a result of cancellation of the Reservation, the Customer has the right to full or partial reimbursement of the payments made, the money may be accumulated for making future Reservations or for receiving other services from the Agency, or it shall be refunded to the Customer in a non-cash form. The refund is made within 10 working days from the date of the Reservation cancellation confirmation by the Agency.

8. Complaints and claims

- 8.1. The Agency accepts and considers complaints and claims solely concerning issues for which the Agency assumes responsibility in accordance with these Conditions.
- 8.2. All questions and reasonable claims regarding the limitations and quality of the services specified in the Reservation, during the trip the Client / Guest undertakes to settle immediately on the spot by contacting the administration of the Accommodation provider. If the claims were not settled on the spot, the Client / Guest is obliged to report his claims to the Agency by phone or by e-mail immediately, in order to be able to correct deficiencies in a timely manner.
- 8.3. In case of failure to comply with the requirements mentioned in the previous paragraph, the Agency reserves the right to refuse the Client's claim satisfaction after the expiration of the stay period, if there were real possibilities to settle the claims on the spot, and the Client did not use them. Paying for a phone call or a short message is not a valid reason in this case.
- 8.4. Claims of the Client received after the travel on e-mail info@demareadmare.lv, are considered according to the legislation of the Republic of Latvia, the term of consideration is 10 days. The Client undertakes to explain to the Agency what actions were taken to satisfy the claim on the

spot, as well as to comply with the requirements of the Agency and the Accommodation provider regarding the execution of documents and other reasonable requirements necessary to consider the complaint or claim.

V. Travel insurance terms and conditions

1. Terms

- 1.1. **Agency or we** – SIA „De Mare Ad Mare Baltic”.
- 1.2. **Insurance Company** – insurance companies AAS “Balta” or AAS „BTA Baltic Insurance Company”.
- 1.3. **AAS “Balta”**
Registration number: 40003049409
Legal address: Raunas iela 10/12, Rīga, LV 1039
- 1.4. **AAS „BTA Baltic Insurance Company”**
Registration number: 40103840140
Legal address: Kr. Valdemāra iela 63, Rīga, LV-1010
- 1.5. **“Baltijas Apdrošināšanas Nams” apdrošināšanas akciju sabiedrība**
Registration number: 40003494976
Legal address: Antonijas iela 23, Rīga, LV-1010
- 1.6. **User or Client or You** - a natural person or legal entity, which purchases an insurance policy from the Agency by using the e-mail or online on the website www.demareadmare.lv or www.demareadmare.eu.
- 1.7. **Travel insurance acquisition services** – services, under which You are provided with the ability to purchase an insurance policy from the Agency by using the e-mail or online on the website www.demareadmare.lv or www.demareadmare.eu.
- 1.8. Other terms are used according to the meaning specified in the Insurance terms and conditions approved by the respective Insurance company.

2. General terms

- 2.1. "Travel insurance terms and conditions" section of these Conditions establishes the procedure:
 - 2.1.1. which You must comply with as a User and / or Client while using the travel insurance online service on website www.demareadmare.lv or www.demareadmare.eu;
 - 2.1.2. which apply when the Agency draws up You an insurance policy on your request in accordance with the terms and conditions of the Insurance company.
- 2.2. The application of these conditions does not depend on the way You use the service, i.e., the same rules apply, whether you get access to the service via the top menu "Insurance" or while sending the application and acquisition of the tour.
- 2.3. An exception to the preceding paragraph is the situation when travel insurance is offered as an additional service for the tour, which in cooperation with any insurance company is provided by the Tour operator. In this case, the rules and conditions of the Tour operator are in force, which in summary are presented in the description of the tour, usually in the "Additional Information" section.
- 2.4. Using the travel insurance online service on the website www.demareadmare.lv or www.demareadmare.eu, You without any limitations agree with these terms and conditions. You cannot use the service above, if You do not agree with any part of these Conditions and terms and conditions of the Insurance companies.

- 2.5. Terms and conditions of the Insurance companies are available on their websites under the correspondent sections. Access to them is provided from the website www.demareadmare.lv or www.demareadmare.eu when you start to use the appropriate service.
- 2.6. In case of conflict between the terms and conditions of the Insurance Company and these Conditions, the terms and conditions of the Insurance Company will prevail.
- 2.7. The use of the travel insurance online service on website www.demareadmare.lv or www.demareadmare.eu and any part thereof is equivalent to a final agreement by You, as a Client with all provisions of these Conditions, terms and conditions of the Insurance company and their mutual signing.

3. The Agency's role in providing services

- 3.1. The Agency acts as a partner of Insurance companies, it distributes the travel insurance services (products) developed by them. The Agency operates within the framework and authority provided by the Insurance company.
- 3.2. By purchasing the insurance policy on the website www.demareadmare.lv or www.demareadmare.eu or from the Agency on Your request, you enter into a direct (legally binding) contractual relationship with the respective Insurance Company.
- 3.3. The Agency is not responsible for the services (products) offered by the Insurance companies and placed information about these services as well as do not represent them and does not undertake any guarantee (direct and indirect) for the proper provision and quality of the services. You are fully responsible for the evaluation of the information provided and decision-making, whether use the services or abstain from using them.
- 3.4. You assume full responsibility for the completeness, accuracy and reliability of the information submitted during the purchase of an insurance policy as well as for the proper understanding of its meaning in accordance with the terms and conditions of the Insurance Company. Agency in any case does not undertake any responsibility to check this information and is not responsible for the consequences, if you submit false and / or inaccurate information.
- 3.5. The services are rendered in concordance with the terms and conditions of the Insurance Company. Your duty is to read them prior to ordering the service. The phrase "terms and conditions" not exclusively refers to the document with the appropriate name, but also to any other important information that is available on the website of the Insurance company, including the procedure and requirements in case of an accident, your responsibilities in that situation and other applicable requirements. Please note that failure to comply with these requirements may result in the restriction or loss of your rights to receive insurance compensation.
- 3.6. The Agency does not accept the application for payment of insurance compensation in case of the insured accident. In these situations, you need to contact the Insurance Company in accordance with the procedure and timing specified by it.
- 3.7. The Agency is not responsible and does not accept complaints and claims with regards to the decisions taken by the Insurance companies to pay insurance indemnity or refuse to pay it, as well as with regards to the receipt of applications for the insurance compensation and the course of the consideration of the case.
- 3.8. The Agency accepts Clients' complaints only in writing by e-mail info@demareadmare.lv. Please provide your phone number so that we can contact you for further details and other purposes. Complaints and claims are considered in accordance with the legislation of the Republic of Latvia. Consideration period is 10 days.
- 3.9. When dealing with complaints and claims the Agency will not provide you with any communication with the Insurance company, except for those rare cases when the complaint or claim address the issue, which is in the competence and responsibility of the Agency. That means

that in most cases You can get a response indicating that the issue is not within the competence of the Agency, and the Agency recommends you to contact the Insurance company. Please assess the real addressee of the complaint or claim before applying to the Agency so that your complaint or claim is considered in optimal terms.

4. The sale of insurance policies online

- 4.1. You are provided with the opportunity to buy insurance policies on the website www.demareadmare.lv or www.demareadmare.eu using the online platforms developed by Insurance companies, that consist of the following steps:
 - 4.1.1. To choose a suitable insurance program;
 - 4.1.2. Pay for the insurance policy online;
 - 4.1.3. Print or save as a file the insurance policy and the information attached to it.
- 4.2. During the acquisition of the insurance policy you should fill in the following information (in most cases, You can click on the question mark, if You need the explanation of the meaning of fillable fields), and to choose the insurance program:
 - 4.2.1. Contact information of the person who acquires the insurance policy online.
 - 4.2.2. Operating area or territory as explained in the terms and conditions of the Insurance Company.
 - 4.2.3. Duration of the trip and in some cases the type of the trip (i.e., single trip or multiply trips during the specified period).
 - 4.2.4. Projected activity types as clarified in the terms and conditions of the Insurance Company.
 - 4.2.5. Number of travellers and their age.
- 4.3. Payment, its safety and the available payment methods provides the Insurance Company.
- 4.4. You will receive an information letter to your e-mail address indicating the number of your insurance policy and additional information. You will be able to print the policy or save it on your computer immediately after the payment is made.
- 4.5. The insurance contract shall enter into force on the day specified in the policy, if the payment is made.

5. The sale of insurance policies on request

- 5.1. On your request the Agency may offer you to arrange issuance of the insurance policy not using online services. In this case, the exchange of the information needed to issue the insurance policy takes place by e-mail or by visiting the Client in accordance with paragraph 4.3 of the General Part of these Conditions.
- 5.2. The Agency may request, and your duty is to provide the Agency with the necessary information for issuance of the insurance policy. It is also your responsibility read the terms and conditions of the Insurance Company as set out in these Terms, regardless of what kind of information the Agency will provide you with.
- 5.3. The insurance policy is payable by bank transfer in accordance with the invoice send to You, following the terms of payment specified in the invoice.
- 5.4. You will receive an information letter to your e-mail address indicating the number of your insurance policy and additional information. You will be able to print the policy or save it on your computer immediately after the payment is made.
- 5.5. The insurance contract shall enter into force on the day specified in the policy, if the payment is made.

VI. Terms of lending for the acquisition of tours

1. Terms

1.1. **Agency or we** – SIA „De Mare Ad Mare Baltic”.

1.2. **Leasing Company** – sabiedrība ar ierobežotu atbildību „InCREDIT GROUP”.

Registration number: 40103307404

Legal address: Kr.Barona 130, Rīga, LV-1012

1.3. **User or Client or You** – a natural person, who acquires a tour using a loan through the mediation of the Agency.

1.4. **The loan for the acquisition of the tour** (hereinafter referred to as the Loan or Service) - a service under which the Leasing company provides You with the loan and, on the basis of the loan agreement and the conditions of purchase of the tour, shall pay to the Agency for the tour selected by You.

2. General terms

2.1. "Terms of lending for the acquisition of tours" section of these Conditions establishes the procedure for:

2.1.1. acceptance and consideration of Your Loan application;

2.1.2. preparing and signing of the documents related to the issuance of the Loan, if the Loan is accepted by the Leasing Company;

2.1.3. issuance of the Loan;

2.1.4. cancellation of the Loan agreement.

2.2. In case of conflict between the terms and conditions of the Loan agreement and these Conditions, the terms and conditions of the Loan agreement will prevail. These Conditions do not regulate the procedure for the repayment of the Loan.

2.3. Applying for a loan, including online through the sites www.demareadmare.lv, www.demareadmare.eu or www.justfly.lv, means you agree to these Conditions without any limitations. You cannot use the said Service, if you do not agree with any part of these Conditions.

3. Lending terms

3.1. The loan can obtain a resident of the Republic of Latvia or non-resident, who has received a residence permit in the Republic of Latvia.

3.2. Age of the Client shall be between 21 and 70 years old at the time of loan repayment.

3.3. The amount of the Loan is between 70 and 5,000 euros.

3.4. Lending period is from 1 to 48 months.

4. The Agency's role in providing services

4.1. The Agency on the basis of the contract acts as a partner of the Leasing Company, providing services rendered by it to You under these Conditions. The Agency, based on the power of attorney dated December 2, 2016, is authorized to sign loan agreements on behalf of the Leasing Company.

4.2. The Agency is not responsible for the terms of Service set by the Leasing Company, for the decision-making process on granting the Loan and the establishing the credit limit as well as for the process of providing services (including the issuance and repayment of loans, recovery, collateral, etc.).

- 4.3. You are fully responsible for evaluating the terms and conditions of the Service and decision-making on the use of the Service or abandon it. You are fully responsible for the repayment of the Loan and the assessment of the ability to pay the loan.
- 4.4. You assume full responsibility for the completeness, accuracy and reliability of the information submitted during the application for the Loan. Agency in any case does not undertake any responsibility to check this information and is not responsible for the consequences, if you submit false and / or inaccurate information.
- 4.5. The Agency on the websites www.demareadmare.lv, www.demareadmare.eu or www.justfly.lv posts information about Loan's terms, which is informative and does not bear any legal consequences. The Agency is not responsible and does not accept any claims in respect of the information to be provided to the Clients according to the legislative acts on the Service offer stage, unless the Client specifically requested this information.
- 4.6. The Agency within its competence is responsible for providing Clients with the following information on the terms of the Loan (Client must realize and accept that this information is being prepared by the Leasing Company):
 - 4.6.1. Loan repayment schedule, which is formed in the Leasing Company's system and is sent to the Client as a proposal.
 - 4.6.2. Specified in the Loan agreement information.
- 4.7. The Agency does not accept any complaints and claims in respect of the decisions taken by the Leasing Company in respect to refusal to grant the Loan and in respect to the credit limit's amount set.
- 4.8. The Agency accepts Clients' complaints only in writing by e-mail info@demareadmare.lv. Please provide your phone number so that we can contact you for further details and other purposes. Complaints and claims are considered in accordance with the legislation of the Republic of Latvia. Consideration period is 10 days.
- 4.9. Complaints and claims that are not related to the Agency's competence should be submitted directly to the Leasing Company and the Agency, under any circumstances, does not assume the obligation to provide customer support in these matters

5. Applying for the Loan to the Agency

- 5.1. The agency accepts for consideration Your application for a Loan, and transmits it to the Leasing Company only on the condition that an agreement on the acquisition of tour is signed between you and the Agency.
- 5.2. The initial application for the granting of the Loan may be taken from you:
 - 5.2.1. Online on the websites of the Agency www.demareadmare.lv, www.demareadmare.eu or www.justfly.lv;
 - 5.2.2. By e-mail;
 - 5.2.3. By phone.
- 5.3. Your application will be transmitted to the Leasing Company, which will take the decision on granting or refusal of the Loan, as well as on the amount of the credit limit.

6. Preparing and signing of the documents

- 6.1. If the Leasing Company accepts the Loan, a set of documents is prepared in paper form of the following composition:
 - 6.1.1. Loan Application with permission to obtain the data from the State Social Insurance Agency;
 - 6.1.2. The Loan agreement and Loan repayment schedule;

- 6.1.3. Invoice.
- 6.2. The signing of the documents is organized in one of the following ways:
 - 6.2.1. The Agency's representative goes to the Client within Jurmala, Riga, Tukums and Jelgava. This is a paid service, except the Agency and the Client agree otherwise.
 - 6.2.2. The Client goes to one of the Leasing Company's customer service centres.
- 6.3. For issuance of loans the Client must provide a copy of the identification document by presenting its original:
 - 6.3.1. A two-side copy of the identity card, or;
 - 6.3.2. A copy of the passport.
- 6.4. Non-residents are required to provide a copy of the residence permit, presenting the original of this document.

7. Issuance of the Loan

- 7.1. The Leasing Company issues the Loan on the business day following the day at which documents mentioned above are submitted to the Leasing Company.
- 7.2. The loan is issued on the Agency's account. Issuance of the Loan to the Client is not permitted.

8. Cancellation of the Loan agreement

- 8.1. If the Agency and the Client agree on the refund in respect of the tour, which was purchased using the Loan, the Loan agreement cancellation procedure as specified below shall apply.
- 8.2. The Client must comply with the conditions under which the cancellation of the Loan agreement is possible only with the consent of the Agency in the following cases:
 - 8.2.1. The tour acquired by the Client using the Loan has not been cancelled and the Client before applying for cancellation of the Loan agreement has made in favour of the Agency all the payments under the contract on the purchase of the tour.
 - 8.2.2. The Client and the Agency agree on the cancellation of the tour purchase contract subject to the tour cancellation terms and conditions established by the Tour Operator.
- 8.3. The Client prepares, signs and provides the Agency the written application addressed to the board of the Leasing Company. The Client can apply directly to the Leasing Company's customer service centre, but in this case the Client's obligation is to inform the Agency, as well as to agree with the Agency by e-mail the amount of the refund.
- 8.4. The Agency no later than within 2 working days provides the application to the Leasing Company, unless any inconsistencies are identified with the available information about the refundable amount.
- 8.5. Cancellation of the Loan agreement is subject to documentation procedure set by the Leasing Company. The Agency and the Client undertake to comply with this procedure.
- 8.6. The Agency makes payment to the Leasing Company. Any payment to the Client is not allowed in this situation.

C. PRICE LIST

Agency's services

Tour search by criteria notified by Client	As agreed, min. 10 EUR
Signing of the contract in hard copy (for the complete set of documents)	15 EUR

Visit to the Customer (for each visit):	
Jurmala	5 EUR
Riga	15 EUR
Tukums	15 EUR
Jelgava	20 EUR
Preparation of the summary of tour's terms and conditions:	
In Russian	20 EUR
In English	25 EUR
Preparation of translation of the necessary travel documents:	
In Russian	5 EUR per page
In English	5 EUR per page

Airline tickets mark-up upper level (per ticket)

Low-cost airlines	15 EUR
Regular airlines	15 EUR
Multiconnection (low-cost airlines)	20 EUR
Multiconnection (indirect)	30 EUR

Transaction processing fee

Internet banking (bank-link):	
JSC bank "Swedbank" Latvia	3.8% min. 2.50 EUR
JSC bank "Nordea" Latvia	3.8% min. 2.50 EUR
JSC bank "Citadele" Latvia	2.3% min. 2.50 EUR
Payment cards	2.5% min. 2.50 EUR