

General Terms and Conditions of Travel

1. Conclusion of the travel contract / payment

1.1 By registering, the customer makes a binding offer to the tour operator Geotoura GmbH ("Geotoura") to conclude a travel contract on the basis of the tour description and these General Terms and Conditions of Travel.

1.2 Registration can be made verbally, in writing, by telephone or electronically (e-mail). It is also made by the applicant for all participants listed in the registration, for whose contractual obligations the applicant is responsible as for his own obligations, provided that he has accepted this obligation by express and separate declaration.

1.3 The travel contract is concluded upon acceptance by Geotoura. Geotoura confirms the conclusion of the contract to the customer with the travel confirmation on a durable medium, e.g. by email / email attachment (on paper only in the case of Art. 250 § 6 Para. 1 S. 2 EGBGB).

1.4 If the content of the travel confirmation differs from the content of the registration, this constitutes a new offer from Geotoura, subject to compliance with the pre-contractual information obligations, to which Geotoura is bound for a period of 10 days. The contract is concluded on the basis and with the content of the new offer if the traveller accepts it expressly or conclusively (e.g. by making a down payment) within the binding period.

1.5 After receipt of the booking confirmation and the security certificate, a deposit of 20% of the tour price is due and payable. The deposit will be credited towards the tour price. The balance of the tour price is due and payable 21 days before the start of the tour if it is certain that the tour will take place, in particular if it can no longer be cancelled in accordance with section 7.1, and must be received by Geotoura without being requested to do so. The timeliness of the payment is determined by the date on which it is credited to Geotoura.

2. Insurance

We recommend that you take out travel cancellation and curtailment insurance and insurance to cover the costs of assistance, including repatriation in the event of accident, illness or death, or take out an insurance package that includes travel cancellation insurance, which we will be happy to inform you about and arrange for you if necessary. Our partner for travel cancellation insurance and the insurance package is ERGO Reiseversicherung AG, Rosenheimer Straße 116, 81669 Munich, Germany. We also recommend that you take out international health insurance for all trips.

3. Services

The contractually agreed services result from the service descriptions in our brochure / internet brochure and from the information referring to these in the individual travel confirmation.

4. Price and contract changes after conclusion of the contract, significant price and contract changes, rights of the customer

4.1 Geotoura reserves the right to unilaterally increase the tour price after conclusion of the contract if the increase in the tour price results directly from a) an increase in the price for the transport of passengers due to higher costs for fuel or other energy sources, b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, harbour or airport charges, or c) a change in the exchange rates applicable to the package tour in question, which actually occurred after conclusion of the contract and was not foreseeable at the time of conclusion of the contract. In the aforementioned cases, the tour price shall be changed to the extent that the

increase in the factors mentioned in a) to c) above affects the tour price per person. Should this be the case, Geotoura will inform the customer immediately on a durable medium (e.g. by e-mail) in a clear and comprehensible manner about the price increase and the reasons for it, and at the same time inform the customer of the calculation of the price increase. A price increase is only effective if it fulfils the requirements stated here and the customer is informed no later than 20 days before the start of the trip. A price increase that is demanded from the 20th day before the agreed departure date is ineffective. Express reference is made to Geotoura's obligation to reduce prices in accordance with 4.2.

4.2 As 4.1 provides for the possibility of an increase in the tour price, the customer may demand a reduction in the tour price if and insofar as the prices, charges or exchange rates referred to in 4.1 under a) to c) have changed after conclusion of the contract and before the start of the tour and this results in lower costs for Geotoura. If the customer has paid more than the amount owed hereunder, Geotoura must reimburse the additional amount. Geotoura may deduct the administrative expenses it has actually incurred from the additional amount to be refunded and must prove to the customer, at the customer's request, the amount of administrative expenses incurred.

4.3 Geotoura reserves the right to unilaterally change contractual conditions other than the tour price after conclusion of the contract if the changes are insignificant, do not affect the overall nature of the booked tour and are not brought about in bad faith (e.g. flight time changes of up to 4 hours, route changes). Geotoura must inform the customer of the change in a clear, comprehensible and emphasised manner on a durable medium (e.g. by email, SMS). The change is only effective if it fulfils these requirements and is declared before the start of the trip.

4.4 Significant changes to the contract: If the price increase reserved in 4.1 exceeds 8% of the tour price, Geotoura cannot implement it unilaterally. Geotoura may, however, offer the customer a corresponding price increase and demand that the customer (1) accepts the offer to increase the price or (2) cancels the contract within a reasonable period of time set by Geotoura. The offer to increase the price cannot be made later than 20 days before the start of the trip. If Geotoura is only able to organise the trip due to a circumstance occurring after conclusion of the contract with a significant change to one of the essential characteristics of the travel services (Art. 250 § 3 No. 1 EGBGB) or only with a deviation from the customer's special requirements which have become part of the contract, sentence 2 of this clause 4.4 applies accordingly, i.e. Geotoura can offer the customer the corresponding other contract amendment and demand that the customer (1) accepts the offer to amend the contract or (2) cancels the contract within a period of time specified by Geotoura, which must be reasonable. The offer of such other contract amendment cannot be made after the start of the holiday.

4.5 Geotoura can also offer the customer the option of participating in another package holiday (replacement tour) in its offer for a price increase or other contract amendment in accordance with 4.4, about which Geotoura must inform the customer in accordance with Art. 250 § 10 EGBGB.

4.6 After the expiry of a deadline set by Geotoura in accordance with 4.4, the offer to increase the price or otherwise amend the contract is deemed to have been accepted.

4.7 If the customer cancels the contract after 4.4, Section 651h (1) sentence 2 and (5) BGB shall apply accordingly. If Geotoura is obliged to refund the travel price as a result of the customer's cancellation, Geotoura must make payment immediately, in any case within 14 days of the cancellation. Claims of the customer in accordance with § 651i Para. 3 No. 7 BGB remain unaffected.

5 Cancellation by the customer, rebooking, replacement persons

5.1 The customer can cancel the trip at any time before the start of the trip. The date of receipt of the cancellation notice by Geotoura is decisive. The customer is advised to declare the cancellation in writing or electronically (by email).

5.2 If the customer cancels, Geotoura may demand reasonable compensation. Geotoura has set the following flat-rate compensation rates for this, which are determined as a percentage of the tour price depending on the time of cancellation by the customer, depending on the period between the declaration of cancellation and the start of the tour, the expected saving of expenses by Geotoura and the expected acquisition through other use of the travel services: - Up to the 30th day before the start of the tour 20% of the tour price - From the 29th to 22nd day before the start of the tour 35% of the tour price - From the 21st to 14th day before the start of the tour 45% of the tour price From the 14th day before departure 45% of the tour price - From the 13th to the 7th day before departure 60% of the tour price - From the 6th day before departure until the start of the tour / in the event of no-show 90% of the tour price The traveller is always free to prove that Geotoura has not incurred any damage at all or only significantly less damage than the flat rate.

5.3 The customer has no legal right to change bookings. If, at the customer's request, rebookings (changes to the travel date, destination, place of departure, accommodation or mode of transport) are nevertheless made after the trip has been booked, Geotoura may charge a rebooking fee of up to e 29. Rebooking is only possible up to the 45th day before departure. Rebooking requests after this deadline are only possible after prior cancellation of the travel contract under the aforementioned conditions and with a simultaneous new booking by the customer. The customer can prove at any time that no damage or only less damage than the above flat rate has been incurred as a result of the rebooking. This provision does not apply if the rebooking is necessary because Geotoura has provided the customer with no or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB.

5.4 The customer can declare on a durable medium (e.g. by email) within a reasonable period before the start of the trip that a replacement person will assume the rights and obligations arising from the travel contract in their place. The declaration is in any case timely if it is received by Geotoura no later than seven days before the start of the trip. Geotoura may object to the entry of the substitute person if they do not fulfil the contractual travel requirements. If a substitute person joins the contract, they and the customer are jointly and severally liable to Geotoura for the tour price and any additional costs incurred as a result of the third party joining the tour. Geotoura may only demand reimbursement of additional costs if and insofar as these are reasonable and have actually been incurred by Geotoura.

6. Services not utilised

If the traveller does not make use of individual travel services that Geotoura has duly offered for reasons for which they are solely responsible (e.g. due to early return or illness), the traveller is not entitled to a pro rata refund of the tour price. However, Geotoura will endeavour to reimburse the expenses saved by service providers.

7 Cancellation and termination by the tour operator

7.1 Geotoura may withdraw from the contract if the minimum number of participants is not reached, if it has expressly stated and quantified the minimum number of participants in the respective pre-contractual information and indicated the time by which the traveller must receive the declaration of withdrawal before the contractually agreed start of the tour at the latest, and if it again states the minimum number of participants and the latest withdrawal deadline in the travel confirmation. Cancellation must be declared to the customer by Geotoura no later than 21 days before the agreed start of the tour. Furthermore, Geotoura may withdraw from the contract before the start of the tour if it is prevented from fulfilling the contract due to unavoidable, exceptional circumstances. Geotoura must then declare its cancellation immediately after becoming aware of the reason for cancellation.

7.2 If Geotoura cancels the travel contract after 7.1, it loses the right to the agreed travel price. Payments made towards the tour price will be refunded to the customer immediately, at the latest within 14 days of the organiser's withdrawal.

7.3 If the traveller, despite a corresponding warning from Geotoura, which can also be issued by the tour guide, persistently disrupts the tour or behaves in such a way contrary to the contract that a continuation of the contractual relationship until the agreed termination of the contract or the expiry of a notice period with him is unreasonable, or is otherwise in serious breach of contract, Geotoura can terminate the travel contract without notice. Geotoura retains the right to the travel price less the value of saved expenses and any reimbursements from service providers or similar benefits that it obtains from the alternative use of the unused service. Any additional costs for return transport shall be borne by the disruptor.

8 Liability and limitation of liability

Geotoura's contractual liability for damages that are not physical injuries and are not culpably caused is limited to three times the tour price. This limitation of liability does not apply to claims under the Montreal Convention for the loss of luggage.

9 Obligations of the customer, remedy, setting a deadline before cancellation by the customer

9.1 The customer must report any defects immediately to Geotoura's local tour guide or to the address/telephone number below and request a remedy within a reasonable period of time. The contact number can always be found in the booking confirmation. If Geotoura is unable to remedy the situation due to a culpable failure to notify the customer, the customer is not entitled to assert the rights set out in § 651m BGB or to claim compensation in accordance with § 651n BGB. If the customer demands remedy, Geotoura must rectify the travel defect. It may refuse to remedy the defect if it is impossible or involves disproportionate costs, taking into account the extent of the travel defect and the value of the affected travel service. Geotoura may remedy the situation by providing a replacement service of equal or higher value. If Geotoura can refuse to remedy the defect and the defect affects a significant part of the travel services, Geotoura must offer a remedy in the form of appropriate replacement services.

9.2 If a trip is significantly impaired as a result of a defect and Geotoura does not remedy the situation within a reasonable period of time to be set by the customer, the traveller may terminate the travel contract within the framework of the statutory provisions, whereby a written declaration is recommended for reasons of proof. It is not necessary for the traveller to set a deadline if the remedy is impossible or is refused by Geotoura or if the immediate termination of the contract is justified by a special interest of the traveller.

9.3 The traveller is obliged to cooperate within the framework of the statutory provisions to avoid or minimise any damage in the event of service disruptions (duty to minimise damage).

9.4 Tour guides and/or local representatives are not authorised to recognise claims with effect for and against Geotoura.

10. Information obligations regarding the identity of the operating air carrier

In accordance with EU Regulation No. 2111/05, Geotoura is obliged to inform the customer of the identity of the respective air carrier of any air transport services to be provided as part of the booked trip at the time of booking. If the operating airline or airlines have not yet been determined at this time, Geotoura must name the airline or airlines that are likely to carry out the air transport and ensure that the customer is immediately informed of the identity as soon as it or they have been determined. The same applies if the operating airline changes. The EU Black List can be viewed on the website https://ec.europa.eu/transport/modes/air/safety/air-ban_en and on the Geotoura website.

11. Passport and visa requirements, health regulations

11.1 Geotoura informs the customer about passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and health formalities (e.g. vaccinations and certificates required by the police) that are necessary for the trip and the stay.

11.2 The customer is responsible for complying with all regulations that are important for the realisation of the trip. All disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the customer, unless Geotoura has culpably failed to fulfil its information and notification obligations or has fulfilled them poorly or has otherwise culpably breached contractual obligations. In particular, customs and foreign exchange regulations abroad must be complied with.

11.3 The customer is responsible for carrying the necessary travel documents and must ensure that his passport or identity card is sufficiently valid for the trip. If the customer has commissioned Geotoura to apply for official documents, such as a visa, the tour operator is not liable for the timely issue of these documents by German or foreign authorities, but only if he has breached his own obligations and is responsible for the delay.

12. Data protection

Geotoura informs the customer about the processing of their personal data in the data protection declaration on the website and in the data protection notice when contacting us. Geotoura complies with the provisions of the BDSG and the GDPR when processing personal data. Personal data is all data that relates to a person personally (e.g. name, address, email address). This data is processed insofar as it is necessary for the appropriate processing of your enquiry, booking request, for the implementation of pre-contractual measures or for the fulfilment of the contract from the travel contract. Data processing is permitted for the purposes mentioned in accordance with Art. 6

para. 1 sentence 1 lit. b GDPR. Your data will not be passed on to unauthorised third parties without the express consent of the customer. The customer has the option at any time to retrieve their stored personal data, request information about it, have it changed, corrected or deleted, have its processing restricted, object to its processing, have it transferred or complain to a supervisory authority about the processing (all rights under Art. 15 to 20 GDPR). The data will be deleted if it is no longer required for the fulfilment of the contract or if its storage is not permitted by law. **If your personal data is processed on the basis of legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f GDPR, you have the right to object to the processing of your personal data in accordance with Art. 21 GDPR, provided there are reasons for this arising from your particular situation. You can exercise your right to object by sending an email to info@geotoura.com or by contacting us at the address below.** By sending a message to datenschutz@geotoura.com, the customer can also object to the use or processing of their data for advertising, market or opinion research or marketing purposes at any time free of charge.

13. Other

13.1 The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire travel contract. The entire contractual and legal relationship between the customer and Geotoura is governed exclusively by German law. If the customer is a merchant or a legal entity under private or public law or a person whose domicile or habitual residence is abroad, or whose domicile or habitual residence is unknown at the time the action is filed, the place of jurisdiction is agreed to be the registered office of Geotoura.

13.2 The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the customer can find at <https://ec.europa.eu/consumers/odr>. Dispute resolution before consumer arbitration boards: Geotoura does not participate in such voluntary dispute resolution proceedings and is not legally obliged to do so. An internal complaints procedure does not exist.

14. Tour operator

The tour offered to you is organised by Geotoura GmbH Germany. Managing Director: Volker Hensel Commercial Register Mannheim, Local Court HRB 700692, VAT ID: DE 249 482 451

Address: Geotoura GmbH, Schiffgasse 4a, 69117 Heidelberg, Germany. Phone: +49 6221/653079-0 Fax: +49 6221/4348162

E-mail: info@geotoura.com

Key features of the service: Tour operator

Liability insurance: R+V Allgemeine Versicherung AG; Raiffeisenplatz 1, 65189 Wiesbaden, Germany Territorial scope of the insurance: worldwide

The travel contract is governed by German law (see section 13.1).