

Public offer for the provision of tourism services

This document "Public offer for the provision of tourist services" is an offer of RUBIN TOUR LLC to conclude a contract on the terms and conditions set out below.

Please read the terms and conditions of this offer before applying for services and paying for the tour.

1. Key terms and definitions used in the Offer

1.1. Website - a set of web pages placed in the Internet, united by a single address space of the domain <https://rubin-tour.uz> intended for ordering Services via the Internet. The home page of the Site, from which all other web pages of the Site can be accessed, is located in the Internet at <https://rubin-tour.uz>.

1.2. Services - the Executor's actions on organization and carrying out of the tourist tour, including accommodation services, meals, transportation of Tourists, excursion services, services of guides-interpreters and other services, the full list of which is specified on the Site;

1.3. The Contractor - OOO "RUBIN-TOUR", carrying out activities on realization of the Tourist Tour.

1.4. Customer - a person ordering Services on his/her own behalf or on behalf of the Tourist, including the legal representative of a minor Tourist.

1.5. Tourist - a person who directly receives Services within the framework of a tourist tour;

1.6. Application - an official request of the Customer about the intention to purchase the Services, sent to the Contractor by filling in the forms on the Website.

1.7. Offer - the text of this document with all appendices, amendments and supplements thereto, posted on the Website and available on the Internet at <https://rubin-tour.uz>, containing the terms and conditions and procedure of rendering the Services.

1.8. Agreement - a contract of rendering tourist services, which is concluded and executed by the Customer and the Executor in the order and on the terms and conditions stipulated by this Offer.

2. General Provisions

2.1. The Contract concluded under the terms of this Offer is a legally binding document and regulates the relations between the Customer and the Contractor arising in connection with the provision of Services.

2.2. By paying for the Services, Customer agrees **t h a t** :

- a. he has read the terms and conditions of this Offer in full;
- b. he accepts all the terms and conditions of this Offer in full without any exceptions or limitations on his part (acceptance);
- c. **the** contract concluded by accepting this Offer does not require bilateral signatures and is valid in electronic form;
- d. if the Customer does not agree with the terms and conditions of this Offer or is not entitled to conclude the Agreement by virtue of law, he should refuse to pay for the Services;
- e. **the** Offer (including any of its parts) can be changed by the Contractor without any special notice. The new edition of the Offer comes into force from the moment of its placement on the Site, unless otherwise provided by the new edition of the Offer. The Customer independently monitors all changes made in this Offer.

2.3. The relations of the Parties may be further regulated by separate documents and agreements. Application of such additional documents and agreements shall not cancel the validity of this Offer.

3. Subject of the contract under the Offer

3.1. The Contractor undertakes at the Customer's request to render Services on organization and carrying out of the tourist tour, including services on accommodation, meals, transportation of Tourists, excursion services, services of guides-interpreters and other services, the full list of which is specified on the Website, and the Customer undertakes to pay for the Services according to the terms of the Agreement.

4. Procedure for ordering Services

4.1. The site <https://rubin-tour.uz> is intended for familiarization of the Customers with information about the Services and purchase of the Services via the Internet. The provisions of the Civil Code of the Republic of Uzbekistan on paid services, as well as other legal acts adopted in accordance with them shall apply to the relations between the Customer and the Contractor.

4.2. Ordering of the Services on the Website is carried out by the Customer by submitting an Application.

4.3. The Customer shall independently familiarize himself with the description and content of the tour on the Website. If the Customer agrees with the terms and conditions of rendering the Services, the Customer sends the Contractor an Application for rendering the Services by filling in a special form on the Website.

4.4. Upon receipt of the Application, the Contractor's operator contacts the Customer to clarify the details of the Application, to agree on the procedure of rendering and payment for the Services and to notify about the place and time of rendering the Services.

- 4.5. The Contractor reserves the right to reject or accept the Customer's Application.
- 4.6. After agreement of all details and confirmation of the Application by the Contractor, the Customer shall pay for the Services in the order established by Section 5 of this Agreement.
- 4.7. After payment for the Services, the Customer shall be deemed to have accepted (accepted) the terms and conditions of this Offer, and the Agreement shall be deemed to have been concluded between the Contractor and the Customer on the terms and conditions of this Offer and shall be subject to mandatory fulfillment.

5. Payment for Services

- 5.1. Prices for the Contractor's Services are indicated on the Website in US dollars (USD).
- 5.2. The price of the Services (realized tour) includes those services which are specified in each tour.
- 5.3. The price of the Services does not include those services that are specified in each tour.
- 5.4. The Contractor has the right to unilaterally change the prices for the Services presented on the Website at any time. At the same time, the price for the Service that has already been ordered shall not be changed.
- 5.5. Payment for the Services shall be made by the Customer in full after all details of the Application have been agreed upon and before the Services are rendered, unless otherwise agreed by the Parties when placing the order.
- 5.6. Payment for the Service may be made by:**
- in cash to the Executor's cash office;
 - in non-cash form, by transferring money to the settlement account of the Contractor, specified in this Offer, using bank cards, bank transfers or electronic payment systems (services) in online mode. In this case, the Contractor sends to the Customer's e-mail address an invoice on the received payment and a voucher of the purchased tour in the online mode.
- 5.7. The Contractor shall have the right to provide discounts, bonuses, payment installments and other preferential terms of rendering the Services to all or certain Customers.
- 5.8. The Contractor shall have the right to limit the available methods of payment for the Services by the Customer.
- 5.9. Refunds for Services paid for but not used by the Tourist, regardless of the reason, including transportation, accommodation, meals, entrance tickets and so on, are non-refundable or non-exchangeable.

6. Rights and obligations of the Customer

6.1. The Customer a.

familiarize with the description of the Services, other materials of the Site and submit Applications for the provision of the Services;

b. cancel the Services at any time. When refusing the Services, the Customer shall notify the Contractor in writing, the refusal shall take effect from the date of receipt by the Contractor of the notice from the Customer in writing. At

If the Customer refuses the Services, the Contractor shall deduct a penalty from the Customer's payment in the following amounts:

- in case of refusal more than 20 days before the date of arrival - 10% of the tour price;
- in case of cancellation 19-15 days prior to the date of arrival - 25% of the tour price;
- in case of cancellation 14-7 days prior to the date of arrival - 50% of the tour price;
- in case of cancellation 6-2 days prior to the date of arrival - 75% of the tour cost
- In case of cancellation less than 2 days before arrival - payment is non-refundable.

6.2. The customer undertakes to:

a. familiarize with the contents of this Offer prior to the conclusion of the Contract;

b. provide the Contractor with all information necessary for rendering the Services, reliable information about himself;

c. pay the cost of the Services;

d. independently conclude a medical insurance contract, accident insurance contract, insurance contract against damage or total loss of luggage.

e. any complaints shall be immediately brought to the attention of the leader or local guide during the tour. Any complaints against the Contractor must be submitted in writing no later than 10 days after the end of the tour.

f. to fulfill in full its obligations, including those specified in other sections of this Agreement;

7. Rights and obligations of the Contractor

7.1. The Contractor shall:

a. provide the Services in a qualitative and complete manner;

b. to ensure confidentiality of personal data about the Customer.

c. provide the Customer with the opportunity to receive free consultations on organizational issues of rendering the Services;

d. to fulfill in full its obligations under other clauses of this Agreement.

7.2. The Contractor shall have the right to refuse to provide the Services and cancel the Application in case of:

- the occurrence of force majeure (such as fire, natural disaster, strikes, etc.). In this case, the Customer shall be entitled to a refund of 100 percent of the paid amount.
- if the Customer fails to pay for the Services within the established terms - the Application shall be canceled without prior notice to the Customer.

7.3. The Contractor reserves the right to photograph the Customer during the provision of Services, as well as to use the obtained photos for advertising purposes. The Customer gives his consent to the Contractor's use of his photos for advertising purposes.

7.4. The Contractor shall have exclusive rights to the Content, including software products and online services of the Site as a whole and computer programs, databases, cartographic, reference and other text materials, images and other objects of copyright and/or related rights, as well as objects of patent rights, trademarks, commercial designations and trade names, as well as other parts of software products and/or online services of the Site (regardless of whether they are included in their composition or used in conjunction with them). The specified rights are protected in accordance with the legislation of the Republic of Uzbekistan.

7.5. The Contractor performs current management of the Site, determines its structure, appearance, allows or restricts user access to the Site, exercises other rights belonging to it.

7.6. The Contractor decides on the order of advertising on the Website, participation in partnership programs, etc.

7.7. The Contractor shall have the right to:

a. at any time change the layout of the Site, its content, modify or add to the scripts, software, Content and other objects used or stored on the Site, any server applications, with or without notice to Customer;

b. to send to the Customers messages (including e-mail messages), which are notices of introduction of new or canceled Services, approval and publication of the new edition of the Services

Offer, notices containing promotional information about the Contractor's services.

8. Restrictions and prohibitions

8.1. The customer is prohibited from:

- a. knowingly provide false or fictitious information when ordering Services;
- b. to carry out actions aimed at destabilizing the functioning of the Site, to carry out attempts of unauthorized access to the management of the Site or its closed sections (sections to which access is allowed only to the Contractor), as well as to carry out any other similar actions.

9. Warranties and liability

9.1. The Contractor shall not be liable for the quality of the Services, as well as for any unfavorable consequences for the Customer and (or) third parties, arising in the process of rendering the Services and (or) as a result of rendering the Services, if the Customer has indicated unreliable information required for rendering the Services;

9.2. The Contractor shall not be liable if the results of rendering the Services do not meet the Customer's expectations.

9.3. The Customer is fully liable for any damage caused by him to the movable and immovable property of the Contractor or third parties during the period of nailing in the placements. The Customer is obliged to compensate the damage caused by him directly to the owner in full.

9.4. Since the materials and/or online services of the Site are under constant addition and updating of new functionalities, the form and nature of the provided services and features of the Site may change from time to time without prior notice to the Customer. The Contractor has the right at its sole discretion to stop (temporarily or permanently) displaying the materials of the Site (or any of its individual parts) to all Customers in general or to an individual Customer in particular without prior notice.

9.5. The Contractor guarantees the use of the telephone number and e-mail address specified by the Customer for communication with the Customer, sending notifications, messages and other information to the Customer with the Customer's consent, unless otherwise provided by the current legislation of the RUz.

9.6. The Executor shall not be liable for possible failures and interruptions in the operation of the Website and the loss of information caused by them. The Contractor shall not be liable for any damage to the Customer's computer, mobile devices, any other hardware or software caused by or

related to the use of the Site or sites accessible through hyperlinks on the Site.

9.7. The Contractor shall not be liable for any damage, including loss of profit, or harm caused in connection with the provision of the Services.

9.8. Aggregate amount liability Contractor under The Contractor's aggregate liability under the Contract shall be limited to the amount received by the Contractor from the Customer under the Contract.

10. Force Majeure Circumstances

10.1. The Parties shall not be liable for non-fulfillment or improper fulfillment of obligations, if they prove that it occurred due to force majeure circumstances (force majeure), which occurred after conclusion of the Contract as a result of extraordinary events, which the Parties could neither foresee nor prevent by reasonable measures and took all possible measures to properly fulfill their obligations. Force majeure events include, in particular: military actions, impact of forces of nature (earthquake, flood, etc.), decisions of governmental bodies, etc. The Parties shall not be obliged to take any measures to prevent such events.

10.2. The Parties shall notify each other of the occurrence of force majeure within 3 (three) business days of its occurrence by sending a letter to the e-mail address, or by any other acceptable method.

10.3. In case of force majeure, the deadline for fulfillment of obligations shall be postponed for the period during which such circumstances and their consequences apply.

10.4. If force majeure continues for more than 30 (thirty) calendar days, each of the Parties shall have the right to refuse further fulfillment of obligations and in this case neither of the Parties shall have the right to demand from the other Party reimbursement of losses caused by termination of the Contract.

11. Final provisions

11.1. The Contract shall come into force from the moment of payment by the Customer for the Services in accordance with clause 4.6. and shall end upon full fulfillment of their obligations by the Parties, or upon its termination.

11.2. All disagreements arising between the Parties shall be settled by negotiations. Pre-trial procedure of dispute resolution arising from the relations governed by the Contract shall be considered mandatory. The term for pre-trial settlement of claims shall be 30 (thirty) days from the date of receipt of the respective claim. In case of failure to reach an agreement on

settlement of the dispute, such dispute shall be considered and resolved in the court at the location of the Contractor.

11.3. The law of the Republic of Uzbekistan shall apply to the relations between the Customer and the Contractor.

11.4. Recognition by the court of any provision of the Contract as invalid and unenforceable shall not entail invalidity of other provisions of the Contract.

11.5. The Contract concluded on the basis of this offer, including all its integral parts, other documents drawn up in pursuance thereof, as well as information, which became known to the other Party in the course of the Contract execution, is confidential information. Such information may not be disclosed in any way without written consent of the other Party neither during the Contract validity period nor after its termination. Otherwise, the guilty Party shall be obliged to compensate the affected Party for all losses caused thereby, including lost profit.

11.6. All notices, communications, demands, claims and other similar documents of the Parties arising from the Contract sent to each other shall be made in writing. The said documents sent by e-mail with confirmation of their sending shall have full legal force and may be used as written evidence.

12. Contractor's requisites

OOO "RUBIN-TOUR"

Tel/fax: +998

60,1 - SHOTA RUSTAVELI street.

TASHKENT 100093.

Republic of UZBEKISTAN.

BANK DETAILS

Beneficiary's bank:

Bank name: DAVR BANK TASHKENT - Uzbekistan

Bank address: Tashkent, Yakkasaroy, Davr Bank

Swift code: **207214054**

Beneficiary:

Account number (UZS);

Account number (\$);

Name: Rubin-Tour