

PUBLIC OFFER AGREEMENT

ON THE PROVISION OF TRAVEL, INFORMATION AND CONSULTING SERVICES

Private Entrepreneur Namik Ismayilov, represented by Director Namik Ismayilov, acting on the basis of the Certificate of Registration (financial liability guarantee in the amount equivalent to EUR 2,000 provided by JSC “COMMERCIAL BANK “GLOBUS” under the Bank Guarantee Agreement No. 47597 dated May 14, 2025), hereinafter referred to as the "**Service Provider**", whose online store is located at www.traveland.com.ua, guided by Articles 901-907 of the Civil Code of Ukraine, Articles 295-305 of the Commercial Code of Ukraine, Articles 18-24 of the Law of Ukraine “On Tourism”, the Law “On Electronic Commerce”, and other regulations governing tourism activities, hereby publishes this Public Offer Agreement on remote service for Customers (hereinafter referred to as the "**Agreement**").

The commitment of any person (hereinafter referred to as the "**Customer**") to actions regarding the ordering of travel or information and consulting services via the internet resource www.traveland.com.ua constitutes acceptance of all terms of this Offer. The full and unconditional acceptance (Acceptance) of this Offer is the execution of payment by the Customer towards the ordered service.

1. DEFINITION OF TERMS

- **Service Provider** — Private Entrepreneur Namik Ismayilov, as defined in the Preamble of this Agreement.
- **Customer** — any person ordering travel or information and consulting services via the website www.traveland.com.ua.
- **Service Providers (Suppliers)** — companies providing specific services: travel services, accommodation, transportation, insurance, excursion, and entertainment services, etc.
- **Parties** — refers to the Service Provider and the Customer collectively.
- **Offer Agreement** — a service agreement between the Service Provider and the Customer concluded through the acceptance of the offer.
- **Website** — the publicly accessible resource owned by the Service Provider at www.traveland.com.ua.
- **Acceptance** — full and unconditional acceptance of the Offer terms by performing actions expressing the intent to use the Website or pay for services.
- **Travel Service** — includes booking of flights, hotels, apartments, transfers, and other travel-related services.
- **Information and Consulting Service** — any type of informational or advisory service not prohibited by the current legislation of Ukraine.

2. SUBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Service Provider undertakes to provide travel or information and consulting services in accordance with the Customer's order, and the Customer undertakes to accept and pay for them under the terms of this Agreement.

2.2. Booking is carried out by the Service Provider in the Supplier's system according to the Customer's order.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Service Provider has the right to:

- 3.1.1. Deny the Customer's interference in the process of obtaining and using information.
- 3.1.2. Demand timely payment for services provided.
- 3.1.3. Use and distribute information in any form using any means.
- 3.1.4. Maintain records of information provided to the Customer.
- 3.1.5. Require the Customer to sign a list of information services provided.
- 3.1.6. Obtain necessary documents and personal data from the Customer.
- 3.1.7. Seek reimbursement for damages caused by the Customer's unlawful actions.
- 3.1.8. Demand an advance payment for services with special booking conditions. In case of cancellation, such prepayments are non-refundable.
- 3.1.9. Terminate this Agreement in case of payment delays and recover funds as determined by the Suppliers.

3.2. The Service Provider is obliged to:

- 3.2.1. Perform obligations qualitatively and within the agreed timeframe.
- 3.2.2. Commence performance immediately upon receipt and payment of the order.
- 3.2.3. Inform the Customer of their rights and provide full information about the services.
- 3.2.4. Provide the Customer with necessary documents upon full payment.
- 3.2.5. Provide high-quality results for information and consulting services.
- 3.2.6. Inform the Customer of any changes to the order immediately.
- 3.2.7. Refund the paid amount in case of inability to perform the services.

3.3. The Customer has the right to:

- 3.3.1. Receive accurate information about the progress of service provision.
- 3.3.2. Receive information regarding the Service Provider's bank guarantee and permits.
- 3.3.3. Proper provision of the ordered and paid services.

3.4. The Customer is obliged to:

- 3.4.1. Familiarize themselves with and comply with the terms of this Agreement.
- 3.4.2. Provide full information regarding the desired service.
- 3.4.3. Timely provide all necessary documents and personal data.
- 3.4.4. Ensure valid travel documents for border crossing.
- 3.4.5. Verify the accuracy of documents issued by the Service Provider.
- 3.4.6. Pay for actual expenses incurred by the Service Provider in case of cancellation.
- 3.4.7. Pay the cost of the ordered service within one (1) banking day.
- 3.4.8. Pay the full cost on the day of concluding the Agreement if requested.
- 3.4.9. Provide documents within the specified deadlines.
- 3.4.10. Act as an authorized representative when booking for third parties.
- 3.4.11. Consent to receiving information via the provided phone number and email.

4. ORDERING PROCEDURE AND SETTLEMENTS

- 4.1. Information regarding costs and conditions is provided at the time of order.
- 4.2. In case of price increases from Suppliers (up to 5%), the Service Provider may issue a surcharge invoice.
- 4.3. All payments are in UAH, except for non-residents who pay in freely convertible currency (USD, EUR, etc.) as per the Invoice.
- 4.4. The total cost may change based on exchange rate fluctuations until full payment.
- 4.5. If payment is not made within the specified time, the order is automatically canceled.
- 4.6. Late or incomplete payment entitles the Service Provider to deny service provision.
- 4.7. The Parties have agreed that the payment for services by the Customer (by paying the issued Invoice or via a payment link) constitutes confirmation of the fact that the services have been provided in full and of proper quality. In this case, the payment serves as a document confirming the acceptance of services (Acceptance Act), and the signing of a separate hard-copy Act is not required.

5. CANCELLATION TERMS

- 5.1. The Customer may withdraw from the Agreement subject to reimbursement of actual expenses.
- 5.2. Service Provider's expenses may amount to 100% of the cost regardless of the cancellation date.

6. LIABILITY OF THE PARTIES

- 6.1. Parties are liable for non-performance in accordance with Ukrainian law.

6.2. Service Provider is not liable for mismatch with subjective expectations.

6.3. Service Provider is not liable for circumstances beyond direct control: traffic jams, flight delays, behavior of third-party staff, weather, etc.

6.4. Service Provider is not liable for visa denials by embassies.

7. DISPUTE RESOLUTION

7.1. Disputes are resolved through negotiations, then under Ukrainian law.

7.2. Written claims must be sent to: Apt. 9, 27 Rustavi St., Cherkasy, 18024, Ukraine.

8. ADDITIONAL CONDITIONS

8.1. The Customer consents to personal data processing.

8.2. Information on the Supplier's website has legal force and is part of this Agreement.

8.3. This Agreement is accepted by the Customer in one of the following ways: by checking the box on the Website or by paying the Invoice issued by the Service Provider.

8.4. The Service Provider may unilaterally amend this Agreement by posting a new version on the Website.

8.5. Parties recognize the legal force of documents and payment instructions sent via electronic communication (email, messengers).

8.6. This Agreement enters into force upon its Acceptance and remains in effect until full performance of obligations.

9. COMPANY DETAILS

PE Namik Ismayilov (Private Entrepreneur Namik Ismayilov)

Legal/Postal Address: Apt. 9, 27 Rustavi St., Cherkasy, 18024, Ukraine

Tax ID: 3464613615

Phone: +380950681517

Email: info@traveland.com.ua

Banking Details: Full banking details for payment or links to payment systems are provided by the Service Provider directly in the Invoice or sent to the Customer via electronic communication (Email, WhatsApp, Telegram, etc.).