

TERMS AND CONDITIONS

Chapter 1. General Provisions

1.1 Under the present terms and conditions (hereinafter referred to as “**Terms**”) the procedure and conditions for reserving services via the System are defined.

1.2 www.funtravel.am is a website belonging to and used by “Fun Travel” LLC (hereinafter referred to as “**Website**” or “**System**”) that gives You an opportunity to reserve the following services provided in Republic of Armenia and Nagorno-Karabakh Republic by Service providers under the procedure and conditions established by the Terms:

- 1) Housing services;
- 2) Participation in guided tours;
- 3) Rent of cars;
- 4) Rent of dwelling premises (apartment, house)

1.3 This Website also gives You an opportunity to use travel information posted on the Website about Republic of Armenia and Nagorno-Karabakh Republic.

1.4 You realize and accept that

- 1) Services indicated in the clause 1.2 herein actually shall be rendered to You by Service providers and not by “Fun Travel” LLC;
- 2) Services We render are limited with merely providing an opportunity to reserve Services via the System as well as providing an opportunity to use travel information provided in the clause 1.3 herein.

1.5 These terms include procedure and terms of rendering services provided by Us and they are also an offer (formal offer) to use those services.

1.6 By agreeing to the Terms You accept the Terms entirely and unconditionally and from then onward You enter into contractual relations with Us. At that, Terms are considered to be accepted by You from the moment You enter the Website and start using the opportunities provided in the clause 1.3. herein and (or) You try to reserve Services via the System.

1.7 Terms and expressions used herein starting with a capital letter have the following meaning:

- 1) “We”, “Our”, “Us”, “Website”, “System” refer to “Fun Travel” LLC;
- 2) “You”, “Your” refer to those persons who visit the “Website” and/or reserve “Services” via the “Website”;
- 3) “Service provider” refers to a person who is rendering or should render Services to You;
- 4) “Service” refers to housing services, participation in guided tours, rent of car and dwelling premises (apartment, house) collectively or one of them according to the context;
- 5) “Application of reservation” refers to an order submitted by You via the System in the form prescribed in the System on reservation of Services You need;
- 6) “Initial confirmation of application” refers to a message We send to You wherewith You are notified of opportunity to reserve services stated in the Application of reservation submitted by You in case if relevant payment is made;
- 7) “Final confirmation of application” refers to a message We send to You wherewith You are notified of reservation of services stated in the Application of reservation submitted by You;
- 8) “VCR” refers to an electronic document We send to You together with Final confirmation of application containing detailed information on the Services reserved by You.

Chapter 2. Privacy Policy

2.1 “Fun Travel” LLC is not an organization aimed at collecting, processing, transferring personal data.

2.2 Nevertheless, in order to reserve Services via the System by Application of reservation or otherwise it is required to enter Your personal data (name, surname, passport or ID card details, e-mail address (personal or work e-mail, etc.)), including card details required for making payments.

2.3 We ensure that Your personal data provided to “Fun Travel” LLC in any way will be exclusively used for reserving Services You need via the System, for improving service quality provided to You via the System, for excluding frauds and violations and for technical security upgrade, except when pursuant to the Legislation of Republic of Armenia “Fun Travel” LLC is obliged to provide Your personal data to RA State Administrative Body or Local Self- Government Body or any other entity.

2.4 You accept and realize that for the purpose of improving the quality of System use We may use services of third parties for collecting statistic data, monitoring, marketing analysis, as well as following visitors’ behavior in the system.

2.5 By agreeing to these Terms You give Your agreement to “Fun Travel” LLC required pursuant to the part 1, article 9 of RA law number ՇՕ-49-Ն “On Protection of personal data” as of May 18, 2015 for “Fun Travel” LLC to collect, process, provide and use Your personal data for the purposes indicated in the Terms.

2.6 At the same time, we ask You to take into account that “Fun Travel” LLC takes measures required by RA legal acts aimed at preventing unauthorized personal data login or unauthorized use of personal data, strictly follows the procedures of safety and not reporting personal data.

Chapter 3. Cost of Services and Payment for Services

3.1 The cost of Services is determined according to the prices set on the Website for the appropriate services.

3.2 Prices indicated in the System include all types of taxes and duties unless other notes are made on the Website, in Initial and Final Application of Confirmation or in Voucher sent to You on the price of the particular Service.

3.3 In the event if discount policy may be applied to the Cost of the Service (related to seasonality, number of persons using Services or other circumstances announced by “Fun Travel” LLC or Service provider), relevant notification is made in the section of Cost of Service. Besides, if discount policy applicable to the cost of the particular Service is conditioned by circumstances announced by the relevant Service provider, “Fun Travel” LLC shall notify You thereof (immediately by posting relevant information in the System or making a reference to the website or other source of the appropriate Service provider).

3.4 The cost of Services indicated in foreign currency may be converted to AMD using foreign currency converter available in the System. However, You realize and accept that foreign currency converter available in the System cannot be taken as an official source of determination of exchange rate of AMD to foreign currency and thus official exchange rate of AMD to foreign currency published by the Central Bank of Republic of Armenia and effective at the moment of making payment for the Service should be taken as a basis.

3.5 You may make due payments for reservation of Services via the System by using payment cards acceptable for the System. Types of acceptable payment cards are posted in the System.

3.6 “Fun Travel” LLC is not a payment-settlement organization and does not realize payment cards services. Taking into consideration the fact stated herein You realize and accept that

1) as soon as You enter the field available in the System related to payment card, the System by way of re-addressing is directing to the appropriate webpage of payment-settlement system empowered to serve the particular payment card;

2) “Fun Travel” LLC has no access to the ID data of Your payment card both at entering the appropriate field available in the System related to payment card and at re-addressing to the webpage of the appropriate payment-settlement system empowered to serve the particular payment card;

3) At making all kinds of payment by using a payment card the details of Your payment card are not saved by us and are not transferred to Service providers;

4) Your payment card authentication, protection and coding of payment card details are conducted via relevant payment-settlement system empowered to serve the particular payment card;

5) Collection, processing, transfer of all information (personal data, ID details of payment card, information as banking secrecy, other details) required for making payment by payment card and all other actions required for payment are conducted by the appropriate payment-settlement system empowered to serve the particular payment card;

3.7 Taking into consideration the facts stated in the clause 3.6 herein We announce and You realize and accept that

1) “Fun Travel” LLC may not assume any liability or be responsible for proper organization of payment process by using payment card, for compensation of damages caused to You as a result of any breach in that process or for any negative consequences for You arising from making payment with payment card or conditioned thereby.

2) Liabilities and responsibility stated herein in the whole scale may be assumed by the appropriate payment-settlement system empowered to serve the particular payment card.

3.8 Payment with payment card in the procedure established in the chapter 4 of the Terms is conducted in two stages:

1) by freezing the amount required for reservation of Services by the System on the payment card, and

2) by levying from payment card appropriate amount frozen on the payment card and transferring to the bank account of “Fun Travel” LLC.

3.9 Payment for reservation of appropriate Service made by You is considered completed upon the moment of receipt of the amount required therefor to the bank account of “Fun Travel” LLC.

3.10 Information on the amount frozen on Your payment card and levied from payment card shall be provided to You via appropriate payment-settlement system empowered to serve the particular payment card;

3.11 We are asking to take into account that some payment-settlement systems can observe payments necessary for reservation of Services as international transfer and levy extra fees therefor. You should be informed about the size of those fees by the payment-settlement organization serving Your

payment card. Besides, the currency of Your payment card may differ from the currency of the price indicated in the System for reservation of the appropriate Service, in this case while freezing sums on payment card and levying from payment card conversions are made by application of tariffs established by payment-settlement organization serving payment card at making payments.

Chapter 4. Terms and Process of Reservation of Services and Making Payment

4.1 You may reserve Services via the System only if You have agreed to conditions stated in Terms. We are asking to take into account that

1) We act as an intermediary agent between You and Service providers and while making reservation via the System directly You enter into contractual relations with Service providers. Thus, as a result of reservation of Services in the event of not fulfillment or improper fulfillment of obligations assumed by Service providers towards You, the very Service provider and not “Fun Travel” LLC shall assume the entire responsibility.

2) In the event if You have reserved Services and thereafter You go back from those reserved services, change reservation time period or do not use reserved Services otherwise, then negative impacts prescribed in the Chapter 5 (Conditions and Consequences of Cancellation of Reserved Services) of Terms may be applied to You.

3) We guarantee availability of free rooms in hotel only upon the moment of sending Final Confirmation of Application to You.

4.2 For reservation of Services You should enter the System and submit Reservation application via the System by filling in all the data indicated in the form of Reservation application.

4.3 At the same time while submitting Reservation application via the System the sum necessary for reservation of Services should be frozen on Your payment card and We should get relevant acknowledgment thereof.

4.4 Within the most 48 hours upon receiving acknowledgment on submission of Reservation application and freezing the sum necessary for reservation of Services on Your payment card relevant employee of “Fun Travel” LLC shall consider the Reservation application and send notification about Initial Confirmation of Application or rejection of Application.

4.5 In the event if Reservation Application has been entered into the System during non-working days or holidays, then 48-hour time-limit stated in the clause 4.4 herein shall be calculated starting from the first working day following those non-working days or holidays.

4.6 Initial Confirmation of Application sent to You by Us is valid during 48 hours. In some special cases (high employment season, hotel overload, etc.) “Fun Travel” LLC is entitled to unilaterally change Initial Confirmation of Application during the time period stated herein, particularly substitute the hotel indicated in the Initial Confirmation of Application for another – similar or higher-class hotel – subject to the condition that as a result You will not have change in living expenses. In such a case relevant employee of “Fun Travel” LLC will in no time notify You of changes made.

4.7 Within the time period set forth in the clause 4.6 herein You should pay the entire cost of Services liable to reservation to Our bank account. The cost of Services is considered to be covered immediately after the relevant sum is cashed in to Our bank account.

4.8 According to the clause 4.7 herein in case if the cost of Services liable to reservation is paid in full We send You Final Confirmation of Application and VCR.

4.9 Immediately after sending You Final Confirmation of Application and VCR reservation of Services is considered to be completed and You may cancel reserved Service in the procedure stipulated by Terms and suffering the consequences prescribed in Terms.

Chapter 5. Conditions and Consequences of Cancellation of Reserved Services

5.1 Reserved Services are considered to be cancelled by You

- 1) when refusing Reserved Services;
- 2) when changing time period of Reservation of Services;
- 3) when not appearing to the relevant place (hotel, other dwelling facility, geographic position, etc.) for getting Services;
- 4) Otherwise refusal or avoidance from using Reserved Services.

5.2 In the event of cancellation of Reserved Services means of responsibility may be applied to You in the form of not returning the sum or a part of it paid by You for reserved Services.

5.3 Unless other consequences of cancellation are prescribed in Terms or Conditions of reservation or cancellation of separate Services, the following condition is effective if You cancel reserved Service,

- 1) by notifying Us thereof not later than 72 hours earlier from the beginning of providing reserved Service, the cost of reserved Service shall be returned to You in full;
- 2) by notifying Us thereof within 72 hours from the beginning of Rendering service or after starting rendering Service, then
 - a. the cost of one-day reserved Service shall not be returned, if the period of rendering reserved Service is more than one day;
 - b. the entire cost of reserved Service will not be returned if the period for rendering Reserved Service is just one day.

5.4 For cancelation of Reserved Services the cases of application of means of responsibility, the size of means of responsibility may be established under the terms stipulated also by relevant Service providers. You unconditionally accept that You assume liability for getting familiar with the terms of cancelation of Services that are stipulated by Service providers and just You assume responsibility for negative consequences of not getting familiar with them. Besides, not getting familiar with the stated terms may not serve as a basis for not applying consequences stipulated by those terms in the event of cancellation of reserved Services.

5.5 For participation in guided tours You are obliged to pay the required sum for the Service within 48 hours upon receiving Initial Confirmation of Application. Otherwise we have right to cancel Initial Confirmation of Application without warning.

5.6 If You cancel reserved Service for participation in guided tours by

- 1) notifying Us thereof not later than 48 hours earlier prior to beginning of rendering the Service, then 50 percent of the cost of ticket for participation in guided tour will be returned to You.

2) notifying Us thereof within 48 hours before the beginning of rendering the Service or after the beginning of guided tour, then the cost of ticket for participation in guided tour will not be returned to You.

5.7 Irrespective of time period and reasons for cancellation, the sum for participation in guided tours is not returned, if so stated in the VCR.

5.8 In case of unfavorable weather conditions or unpredictable situations for security reasons We have right to change, reduce or cancel the guided tour.

5.9 In the event if You return the car rented by You earlier, recalculation is made according to actual rental days and the relevant price-list, at that, irrespective of hour of return, the day of return is considered as complete rental day. In the result of recalculation the sum paid for unused days shall be returned to You if the car is returned not later than 48 hours earlier prior to expiration of rental period. In the event if the car is returned earlier however later than the stated period the sum paid for unused days is not returned to You.

5.10 In the event if the car rented by You is returned later than the expiration date irrespective of reasons for delay You should pay extra fee in the amount of

- 1) 50% of 1 day rental fee in case of delay up to 3 hours;
- 2) 100% of 1 day rental fee in case of delay for 3-6 hours;
- 3) double price of 1 day rental fee in case of delay more than 6 hours.

5.11 The consequences prescribed herein for cancellation of reserved Services are applied irrespective of the fact what kind of consequences are prescribed in the Terms of Service providers.

Chapter 6. Service Quality and Responsibility

6.1 You are liable for authenticity of data informed to Us by all means, including filled in by You in Reservation application.

6.2 We are not entitled to control, we do not control and we are not responsible for information included on the websites You visit by the references available on Our Website.

6.3 Qualification symbols (grades) referring to Service providers and services (hotels) offered by them on the Website have only informative and guiding character and they may in no way be attributed as quality assurance given by Us.

6.4 Information on Services posted on the Website is collected or received from Service providers from their websites and other sources. We check and consider that information in details, only thereafter We post it on the Website. However, the stated facts may not be attributed as Service quality assurance given by Us and Service providers assume responsibility for authenticity of information.

6.5 Taking the provisions of part 3, article 417 of the Civil Code of Republic of Armenia as a basis, You accept that We bear responsibility for non-fulfillment or improper fulfillment of Our liabilities reserved in the Terms only in case of fault. At that, We shall be considered to be innocent if we have taken all the measures We could for proper fulfillment of Our liabilities reserved in Terms.

6.6 You realize and agree that We are released from responsibility assumed towards You in the event if Services reserved via the System have not been rendered or have been rendered improperly

(particularly, with delay, shortcomings) due to Service providers (particularly, Hotel facility users, organizers of air flights or transportations by transport means).

6.7 At the same time We certify that in the event if circumstances stated in the clause 6.6 herein arise We shall take all the reasonable actions without any responsibility to provide elimination of arisen shortcomings of the Services.

Chapter 7. Extrajudicial Proceeding for Administration of Complaints and Dispute Resolution

7.1 If You have complaints on service quality provided to You by “Fun Travel” LLC via the System, You may submit Your complaints in documentary form or by electronic means.

7.2 We are obliged to consider the submitted complaint and inform You about the results of consideration.

7.3 You realize and accept that for consideration and submission of response to Your complaint it may be necessary to send the complaint to the Service provider by whom Services are provided, were provided or have to be provided and to this end a complaint has arisen. In this case “Fun Travel” LLC shall inform You about the results of consideration of Your complaint after such response is provided to “Fun Travel” LLC by the relevant Service provider.

7.4 In the event of disagreement with the response to the complaint, You may submit Your claims against appropriate person (“Fun Travel” LLC, Service Provider or another person) by judicial procedure stipulated by the Legislation of Republic of Armenia.

Chapter 8. Miscellaneous

8.1 The present terms may be changed by Us from time to time and the effective version including all the changes in Terms shall be posted on the Website.

8.2 You certify that visiting the Website You have read, understood and unconditionally accepted all the conditions of the Terms at making a reservation via the System.

8.3 Copyright in software necessary for the Website and for use of it belongs to “Fun Travel” LLC unless otherwise specified.

8.4 Legislation of Republic of Armenia is applicable to legal relations arising between Us and You from using the Website, making reservations and related to the Terms.

8.5 You realize and accept that foreign law may be applicable to the legal relations arising between You and Service providers from reservation of Services and reserved Services and getting familiar with it is Your obligation.

8.6 The present Terms are published on the Website in the Armenian as well as in Russian and English languages. However, the Armenian version of Terms is considered to have priority which shall be taken as a basis in all cases of dispute settlement, elimination of misunderstandings or contradictions.

