

Based on Article 68, Paragraph 1, Item 2, and in accordance with Articles 70 and 71 of the Law on Tourism ("Official Gazette of the Republic of Serbia," No. 17/2019), the Director of TA "MYEXIT ADVENTURE" LLC from Novi Sad, on October 1st, 2024, determines the following:

# **GENERAL TERMS AND CONDITIONS OF TRAVEL**

# **<u>1. PRE-CONTRACTUAL INFORMATION:</u>**

By signing the standard contract – confirmation – travel application (hereinafter: **the Contract**), by their signature on behalf of all travelers listed in the Contract (hereinafter: **the Traveler**), the Traveler confirms that they have received these General Terms and Conditions of Travel (hereinafter: **the General Terms**), the pre-prepared and published travel program (hereinafter: **the Program**), and that both the Traveler and all other travelers in the Contract are familiar with and fully accept them, as well as that the Traveler is informed of the optional travel insurance possibilities. The provisions of these General Terms are an integral part of the Contract between the Traveler and TA "MYEXIT ADVENTURE" as the tour organizer (hereinafter: **the Organizer**) and are binding for both contracting parties, except for provisions defined in a separate written contract or Program. By signing the contract, the Traveler confirms that they have received the Traveler Guarantee Certificate (hereinafter: **the Travel Guarantee**), in addition to the General Terms and the Program. Prior to concluding the Contract, the Organizer may modify the description of its services in the Program at any time. The Traveler and the Organizer agree that before the Contract is concluded, the Traveler has been duly informed of any changes in the relevant data. In case of any discrepancies between the Traveler's application and the Organizer's amended proposal, the new Program shall be considered a new proposal and shall bind the Organizer for the next 48 hours. If the Traveler does not notify the Organizer within the specified period that they do not accept the new Program – offer, the Contract shall be considered terminated.

# 2. REGISTRATION, PAYMENTS, AND CONTRACT:

The Traveler can register for the trip via the registration application available on the website www.exittrip.org or via the registration email provided on the website www.exittrip.org, as well as through travel agencies that have a Mediation Agreement (hereinafter: **the Agent**) with the Organizer. If the Agent does not specify its role as an Agent in the Organizer's Program and the Contract with the Traveler, the Organizer is not responsible for the execution of the Program towards the Traveler; instead, this is the Agent's obligation. The Traveler's registration becomes valid once it is confirmed by the conclusion of the Contract in the manner in which the registration was made and by the payment of a deposit of 40% of the package price. The remaining agreed price, unless otherwise agreed, is payable 90 days before the start of the trip. If the Traveler does not make the full payment within the stipulated time, it is considered that the trip has been canceled in accordance with Section 12 of the General Terms. Every deposit payment is treated as payment for all travelers, not just for

a specific traveler listed in the Contract. By concluding the Contract, the Program (previously published or subsequently modified) becomes an integral part of the Contract and cannot be altered unless expressly agreed upon by the contracting parties or if changes arise due to force majeure. If the Contract is canceled or modified, the cancellation and modification terms apply to all travelers listed in the Contract. The date of payment to the Organizer or Agent's account is considered relevant for determining the timeliness of the payment. In the event of untimely payment in full, whether for the deposit or the remaining balance, the Organizer may terminate the Contract and seek compensation in accordance with Section 12 of these General Terms.

# **3. OBLIGATIONS AND RIGHTS OF THE ORGANIZER:**

- In the Contract, in addition to the services from the Program, the Organizer shall include any specific requests from the Traveler that the Organizer has expressly agreed to and offer the Traveler travel health insurance for the duration of the trip abroad.
- The Organizer shall pay the proportional real difference between the agreed price and the reduced price of the trip, proportionally to the non-performance or incomplete performance of the Contract (hereinafter: **Price Reduction**), in response to a timely and justified written complaint claim made by the Traveler, in accordance with the law and these General Terms, except when the failure to perform the Contract occurred due to the Traveler's fault or is attributable to a third party who was not an agreed-upon direct service provider in the execution of the Program, due to force majeure or unforeseen events beyond the Organizer's control, whose consequences are unavoidable despite due care or other events the Organizer could not foresee or overcome.
- In accordance with good business practices in this area, the Organizer shall take care of the Traveler's rights and interests.
- Before the trip, the Organizer shall provide the name, address, and phone number of the local representative or the local partner agency, or if unavailable, the name, address, and phone number of the Organizer for necessary assistance to the Traveler.
- The Organizer is not responsible for services provided to the Traveler by other parties outside of the Program.
- All oral and any other types of information that differ from those contained in the Program, the Contract, or a Special Contract, and these General Terms, do not bind the Organizer and cannot be grounds for a complaint or claim by the Traveler.

# 4. OBLIGATIONS AND RIGHTS OF THE TRAVELER:

The Traveler, as well as all individuals listed in the Contract, must thoroughly familiarize themselves with the Program and the General Terms, specify any Special Requests not covered by the published Program, pay the agreed price under the terms, deadlines, and manner provided in the Contract, and provide the Organizer with accurate and complete information and documents required for organizing the trip in a timely manner. The Traveler guarantees that they, their documents,

luggage, or any other items comply with the regulations of the country of origin, transit, and destination (customs, border, sanitary, monetary, and other regulations). The Traveler must compensate for any damage caused to direct service providers or third parties by violating legal and other regulations, as well as these General Terms. The Traveler must designate another person to travel in their place in a timely manner, compensate the Organizer for the actual costs incurred by the substitution, and be jointly responsible for any unpaid portion of the agreed price. The Traveler must immediately and without delay submit a justified complaint in writing to the Organizer or to the individuals named in the travel documentation at the location. Prior to concluding the contract, the Traveler must obtain information from the website of the Ministry of Foreign Affairs of the Republic of Serbia (www.msp.gov.rs) and other sources about countries considered to be of high or moderate risk. The Traveler must also inquire with the authorized representatives of the Organizer about the exact departure and return times at least 24 hours but no earlier than 48 hours before the trip.

#### **5. PRICES AND CONTENT OF SERVICES:**

Prices are stated in foreign currency, and payments are calculated in dinars according to the selling exchange rate of the Organizer's commercial bank on the day of payment, or according to the exchange rate specified in the Program unless otherwise agreed. Prices are formed based on the Organizer's business policy and cannot be subject to complaints by the Traveler. Services rendered abroad (which were not pre-arranged and prepaid) must be paid by the Traveler directly to the service provider on-site. The price stated in the Contract includes a pre-prepared and published combination of at least two or more of the following services of average quality typical for the given destination and facilities: accommodation, meals, transportation, preparation, and organization of the trip, for which a single price is agreed upon and paid by the Traveler (hereinafter: **Standard Services**). The arrangement price does not include, unless otherwise specifically agreed upon (hereinafter: **Special Agreement**), the costs of: airport and port taxes, local tourist guides, the Organizer's representatives, tourist animators, optional programs, use of sun loungers and parasols, visa procurement, entrance fees to attractions and events, insurance for passengers and luggage, room service, use of the mini-bar, air conditioning, recreational, medical, telephone, and other services, reservation of a specific seat in the transport vehicle, accommodation costs in a single room, rooms with special characteristics (view, floor, size, balcony, etc.), additional meals, and others (hereinafter: **Special Services**). The Agent is not authorized to conclude Special Services on behalf of the Organizer that are not provided for in the Program.

The conditions relating to discounts for children, as well as other benefits specifically mentioned in the Program, are determined by direct service providers and should be interpreted restrictively (e.g., for children under two years of age, the relevant date is the child's second birthday in relation to the start date of the trip, not the date of the contract conclusion). In the case of incorrectly stated age of the Traveler, the Organizer has the right to charge the difference up to the correct trip price, with an additional fee for administrative costs. The price does not include, and the Organizer cannot be held responsible to the Traveler for, optional and subsequently provided services performed and charged by a foreign partner or

direct service provider, which were not provided for in the Program or Special Agreement, as well as for the Traveler's participation in sports and other recreational activities.

## 6. PRICE CHANGE AND THE TRAVELER'S RIGHT TO CANCELLATION:

The Organizer may request an increase in the agreed price no later than 8 days before the start of the trip if, after the conclusion of the Contract, there has been a change in the exchange rate or in transport tariffs, as well as in other cases prescribed by law. For an increase in the agreed price of up to 10%, the Traveler's consent is not required, and it is not grounds for termination of the Contract. If the total agreed price increase exceeds 10%, the Traveler has the right to either request a replacement for a similar Program without additional payment from the Organizer's offer, or they may cancel the Contract in writing without the obligation to compensate the Organizer, provided they notify the Organizer in writing within 48 hours of receiving the written notice of the price increase. If the Traveler does not notify the Organizer in writing within the specified period of their decision to terminate the Contract, it is considered that the Traveler agrees to the new price, which may also be confirmed through payment. Subsequent price reductions in the Program cannot apply to already concluded Contracts and cannot be grounds for any complaint by the Traveler against the Organizer.

## 7. CATEGORIZATION AND DESCRIPTION OF SERVICES:

All services listed in the Program imply standard services of average quality, typical and specific to certain destinations, places, and facilities. In case the Traveler desires services outside the Program, a Special Agreement must be concluded. The Organizer is not responsible for descriptions of services in catalogs, publications, or on the websites of Agents or direct service providers (e.g., hotels, carriers, and others), unless the Traveler has been explicitly referred to them by the Organizer. The Organizer is only responsible for the descriptions of services contained in its own Programs or on its website, and any obvious printing or calculation errors give the Organizer the right to contest the Contract. Accommodation facilities, transportation means, and other services are described according to the official categorization of the host country at the time of the Program's publication. They vary and are not comparable between destinations, nor even within the same destination. The food, comfort, and quality of service depend primarily on the price of the arrangement, the chosen destination, and the categorization according to local and national regulations, and are beyond the Organizer's control and influence. The start and end dates of the trip determined by the Program do not imply the Traveler's full-day stay at the accommodation or destination. The time of the Traveler's arrival or departure, as well as check-in and check-out from the accommodation, is determined by border procedures, road conditions, government permits, technical and weather conditions, or force majeure that may affect the departure times of flights or other transportation methods, over which the Organizer has no control, and therefore the Organizer bears no responsibility in such cases. The first and last days in the Program are intended for travel and do not imply accommodation in a hotel or the designated place. They merely indicate the calendar day of the start and end of the trip, so the Organizer is not responsible for evening, night, or early morning flights, late check-ins, or early checkouts from hotels. For air arrangements, the agreed start time of the trip is the meeting time of Travelers at the airport, which

is at least 2 hours before the first announced flight time by the airline. In case of changes to the flight departure time, the Organizer bears no responsibility, and national and international air traffic regulations apply. Departure-arrival and takeofflanding times for charter flights are generally late in the evening or early in the morning, and if a contracted initial or final meal is provided in the form of a so-called "cold meal" either outside or at the accommodation facility, the Contract is considered fully executed. Services of tour guides, escorts, local guides, animators, or local representatives do not imply their all-day or continuous presence but only contact and necessary assistance to the Traveler at pre-determined times during duty periods, announced on a notice board or in another appropriate manner. The instructions and guidelines of the Organizer's authorized representative (especially concerning departure times, transportation, accommodation, legal and other regulations, etc.) are binding on the Traveler, and failure to follow these instructions constitutes a breach of the Contract, for which the Traveler is fully responsible for any consequences and damages.

Changes or deviations in individual services that are not caused by the Organizer are permitted as long as they do not negatively impact the overall concept of the agreed trip. If, due to the reasons mentioned, the flight or transport needs to be relocated to another airport or place, the Organizer covers all costs of alternative transportation, at least at the price of a second-class transportation ticket. When a third party replaces the individual who originally booked a particular tourist service, the Organizer has the right to compensation for the necessary costs of the change. The Traveler and the person replacing them are jointly responsible for paying the price and costs of replacing the Traveler. The Organizer will not accept the replacement of the Traveler if the change is not timely, if there are special requirements regarding the trip, or if it is not in accordance with legal or other regulatory requirements.

# 8. ACCOMMODATION, MEALS, AND TRANSPORTATION:

# 8.1. Accommodation: Unless otherwise specifically agreed:

- The Traveler will be accommodated in any officially registered accommodation unit in the facility described in the Program, regardless of the Traveler's preferences, the location and position of the facility, floor level, proximity to noise, parking, and other characteristics. The Traveler's check-in at the facility will be no earlier than 16:00 on the day the service begins, and check-out will be no later than 09:00 on the day the service ends. The Traveler is not entitled to a refund for occasional or early departure from the accommodation facility, whether self-initiated or caused by the Traveler's fault, nor for the cost of hotel services or transportation.
- Triple and quadruple accommodation units (rooms, studios, apartments, etc.) in accordance with the categorization and regulations of the host country are generally based on a standard double room with one or two extra beds, which are typically folding beds made of wood or metal, which may significantly reduce the quality of accommodation.
- The operation of air conditioning in accommodation facilities varies depending on the destination and the facility, and continuous operation of the system for 24 hours is not guaranteed.

- The Organizer is not responsible to the Traveler for damages resulting from non-compliance with the legal regulations, prescribed rules, and customs set by carriers, hoteliers, and other direct service providers.
- If two or more people have booked a double or multi-bed room or cabin together, and there is no third person to replace one of them, the Organizer has the right to charge the full price for the accommodation unit.

After the start of the tourist trip, for sudden and justified reasons, the agreed accommodation can be changed without the Traveler's consent to accommodation of the same or higher category at the agreed location at the Organizer's expense. Accommodation in lower category facilities can be provided with the Traveler's consent and a refund of the difference in price, proportional to the lower category of the accommodation.

- The Traveler is responsible for familiarizing themselves with and adhering to the rules of conduct at the accommodation facility, especially regarding: depositing and safeguarding money, valuables, and valuable items, bringing food and drinks into the rooms, respecting the rules for check-in and check-out times, the number of people in the room, and other rules, as the Organizer is not responsible for damages caused by non-compliance with these rules.

# 8.2. Meals: Unless otherwise specifically agreed:

- The variety, quality of food, and meal service primarily depend on the price of the arrangement, the category of the facility, the destination, and local customs, regardless of whether the service is buffet-style or table service (menu).
- The ALL INCLUSIVE or ALL INC. LIGHT service, or any similar service, is provided according to the internal rules of the hotel and does not have to be identical even within the same category at the same destination.
- Breakfast, unless otherwise specified in the Program, implies a continental breakfast.
- If the hotel occupancy rate is below 30%, meal service may be provided as table service instead of a buffet.

In the accommodation facility, the meal conditions are identical, regardless of whether children, elderly individuals, or individuals with special needs are traveling under the Contract. If the Traveler makes a different arrangement with the direct meal provider on-site, the Organizer bears no responsibility for inadequately performed meal services.

# 8.3. Transportation: Unless otherwise specifically agreed:

Transportation and transfers are carried out by standard tourist buses or other vehicles according to the regulations and criteria applicable in the country where the carrier hired by the Organizer is registered, and the regulations, principles, and rules established by the carrier apply (e.g., transportation by any vehicle does not imply reserved seating, nor does it include meals or drinks during the trip, etc.). The Traveler is obliged to accept any seat offered in the vehicle.

- The Organizer has the right to engage all types of tourist buses that meet the conditions prescribed by regulations (mini-bus, bus, or double-decker), as well as other means of transport if circumstances require it.
- Toilets are not available for use on buses during travel unless otherwise approved. The Traveler is required to compensate for any damage caused by their negligence in the vehicle on the spot.
- The Traveler is obliged to behave appropriately in the vehicle and comply with traffic regulations and passenger transport rules. Otherwise, the Organizer has the right to refuse transportation to the Traveler or, in the presence of the police, remove the Traveler from the vehicle, and further transportation to the destination will not be the responsibility of the Organizer.

If the Traveler abandons the trip due to being removed from the vehicle, the cancellation scale from Section 12 of the General Terms will apply.

- The travel route, breaks, locations, and the duration of the breaks are determined by the guide-driver. The guidedriver has the right to change the schedule, the travel itinerary, or the order of visiting sites due to unforeseen, unavoidable, safety-related, or similar circumstances.
- Discrepancies between the personal data provided to the Organizer and the Traveler's passport information (Traveler's name, etc.) may result in the issuance of a new airline ticket, with costs or even the declaration of the ticket as invalid, for which the Traveler bears the consequences. The Traveler is responsible for their airline ticket from the moment it is handed over at the airport or by the agency. It is not possible to issue a duplicate airline ticket or boarding pass. The Traveler is fully responsible for the consequences of losing or misplacing the ticket during the trip.
- Airline or special transportation tickets are valid only on the dates and times specified on them.
- The transportation of Travelers by air, rail, sea, river, or lake transport is performed under the direct responsibility of these carriers, in accordance with the regulations and customs governing the mentioned types of transport, and is beyond the control and responsibility of the Organizer.

# 9. TRAVEL DOCUMENTS, HEALTH, AND LEGAL REGULATIONS:

All conditions published in the Program apply exclusively to citizens holding a passport of the Republic of Serbia. The Organizer is not responsible and is not obliged to inform travelers who are citizens of other countries about the conditions (visa, customs, health, etc.) applicable to the destination or transit country; it is the responsibility of the foreign national to obtain the necessary information from the relevant consulate and to ensure that they provide the required conditions and documents in a timely and proper manner. For international travel, the Traveler must have a valid travel document with an expiration date at least six months beyond the end of the trip and must provide the Organizer with the correct and complete information and documents necessary for obtaining a visa, if the Organizer is arranging the visa. Neither the Organizer's agency staff nor the Agent is authorized to verify the validity of travel or other documents. When the Organizer assists in submitting documentation, it does not guarantee visa issuance, nor visa issuance within a specific time frame, and bears no responsibility for the incorrectness of travel or other documents, or if border or immigration authorities do not approve the

Traveler's entry, transit, or continued stay. If the Traveler loses travel documents or they are stolen during the trip, the Traveler is required to obtain new documents at their own expense and bear any resulting consequences. The Traveler is required to arrange Special Services related to their health condition, such as specific dietary needs, accommodation requirements, etc., due to chronic illness, allergies, disability, and so on, otherwise the Organizer does not assume any special obligation, responsibility, or liability on that basis. For trips to countries where special rules apply, such as mandatory vaccinations or obtaining certain documents, the Traveler is responsible for obtaining the necessary vaccinations and providing appropriate certificates and for bearing responsibility for any consequences. The Traveler is obliged to strictly comply with customs, currency, and other regulations of the Republic of Serbia, transit countries, and the countries where they stay, and in the event of the inability to continue the trip or stay, or anything else, the Traveler bears all consequences and costs. If the trip cannot be realized due to the Traveler's failure to comply with the provisions of this section, the provisions of Section 12 of the General Terms will apply.

## 10. LUGGAGE:

The transportation of luggage up to a certain weight determined by the airline is free of charge. The Traveler pays for excess luggage according to the carrier's applicable rates. The transport of special luggage from the airport to the hotel and back is the sole responsibility of the Traveler. All airports apply specific security rules regarding hand luggage, and it is recommended that the Traveler seek more information from Nikola Tesla Airport in Belgrade by calling 011/209-4444 or visiting the website: www.beg.aero. The Traveler is obliged to report any damage or loss of luggage during flights immediately to the responsible airport service for lost luggage, as airlines generally refuse compensation if the damage report form is not completed and submitted. For bus transport, the Traveler can carry two pieces of luggage and hand them over to an authorized representative of the Organizer. Children under two years of age are not entitled to free luggage. The Traveler is responsible for their belongings placed in the transport vehicle, as well as for giving and retrieving luggage handed over to an authorized representative of the carrier or placed in the accommodation facility. The Traveler asserts all their rights directly with the carrier, the accommodation provider, or the insurer, in accordance with applicable international and domestic regulations. The transfer of luggage from the parking area to the accommodation unit is the responsibility of the Traveler (the transportation will be as close as possible to the accommodation facility). The Organizer is not responsible for the loss or damage of luggage during transport from the parking area to the accommodation facility, nor for forgotten items left in the transport vehicle. Except in cases of intent or gross negligence, the Organizer has no responsibility for luggage and items that are typically not carried by hand, unless the Organizer has explicitly accepted them for safekeeping. Therefore, the Traveler is advised not to bring valuable items on the trip; otherwise, they should be properly handed over for safekeeping or carried personally. The Traveler is required to clearly label their luggage with personal information and not to leave personal documents, valuables, or important items in the parked transport vehicle, as the Organizer is not responsible for their loss. It is recommended that documents, gold, valuables, technical instruments, and medications be carried exclusively in hand luggage. The Traveler is obliged to report the loss, damage, or disappearance of luggage during the trip to the Organizer's representative or the direct service provider.

## **11. CHANGES AND CANCELLATION OF THE CONTRACT BY THE ORGANIZER:**

#### 11.1. Pre početka putovanja:

The Organizer is obligated to notify the Traveler of any significant changes to the Program in the manner in which the Contract was concluded, no later than 5 days before the start of the trip, and the Traveler has 48 hours from the receipt of the notice of change to inform the Organizer whether they accept it. Acceptance of the new offer can also be confirmed by paying the newly agreed price. If the new offer is accepted, the Traveler has the right to a proportional price reduction if the new offer is lower than the originally agreed price or is obliged to pay the difference in price between the original and new offer if the new offer is higher than the originally agreed price. If the Traveler does not accept any of the alternatives offered by the Organizer, the Traveler has the right to a full refund of the amount paid. The Organizer has the right to terminate the Contract in the event of an insufficient number of registered travelers, provided the Traveler is notified no later than 5 days before the start of the trip, and due to the inability to fulfill contractual obligations for reasons beyond the control of the contracting parties, which, if they had existed at the time the Program was published, would have been a justified reason for the Organizer not to publish the Program or conclude the Contract. In such a case, the Organizer is obliged to refund the amount paid by the Traveler no later than 15 days from the date of cancellation.

Unless otherwise specified in the Program, the minimum number of registered travelers required for the trip to take place is as follows: for bus trips, 30 travelers; for trips on regular European airline routes, 20 travelers; for trips on intercontinental airline routes, 15 travelers; and for trips on specially chartered airlines, trains, hydrofoils, etc., at least 80% capacity of each transport vehicle. In the event of accepting a new contract, the Traveler waives any claims against the Organizer based on the originally concluded Contract.

#### 11.2. During the trip:

for any damage caused.

During the trip, the Organizer, who is obliged to notify the Traveler without delay in the most convenient manner, reserves the right to change the date or time of the trip, as well as the right to alter the travel route and make necessary changes to the Program if travel conditions change (flight schedule changes, emergency landings, vehicle breakdowns, traffic or border delays, closure of a site scheduled for a visit, changes in visa regulations, security situations, natural disasters, or other extraordinary and objective circumstances and force majeure), without the obligation to compensate for damages or any other compensation to the Traveler. In such cases, the Organizer will bear the additional costs of modifying the Program. The Organizer is relieved of its contractual obligations if the Traveler obstructs the execution of the trip through gross and inappropriate behavior, regardless of warnings issued. In such a case, the Traveler is obliged to compensate the Organizer

In the event of unforeseen circumstances during the trip that could not have been predicted in advance, which can be classified as force majeure (terrorist attacks, states of emergency, explosions, contagion, epidemics and other diseases, natural disasters, climatic conditions, etc.), both contracting parties have the right to terminate the Contract, with the Organizer entitled to actual or incurred costs and the obligation to cover half of the Traveler's transportation costs for return.

The Organizer assumes no responsibility if the Traveler refuses the offered return using the provided means of transportation.

# **12. CANCELLATION OF THE CONTRACT BY THE TRAVELER:**

<u>12.1. Before the start of the trip:</u> The Traveler has the right to cancel the trip, and must notify the Organizer in writing, in the manner in which the Contract was concluded. The date of the written cancellation of the Contract serves as the basis for calculating the compensation due to the Organizer, expressed as a percentage according to the cancellation scale relative to the total price of the trip, unless otherwise specified in the Program, as follows:

- Actual administrative costs if the trip is canceled up to 45 days before the start of the trip (timely cancellation).
- 10% if the trip is canceled between 44 and 30 days before the start of the trip.
- 20% if canceled between 29 and 20 days before the start of the trip.
- 40% if canceled between 19 and 15 days before the start of the trip.
- 80% if canceled between 14 and 10 days before the start of the trip.
- 90% if canceled between 9 and 6 days before the start of the trip.
- 100% if canceled between 5 and 0 days before the start of the trip or during the trip.

Exceptionally, the following cancellation scale will apply:

# a. for cruises -

- Actual administrative costs if the trip is canceled up to 90 days before the start of the trip (timely cancellation),
- 15% from 90 to 45 days before the start of the trip,
- 30% from 44 to 29 days before the start of the trip,
- 50% from 28 to 15 days before the start of the trip,
- 80% from 14 to 7 days before the start of the trip,
- 95% from 6 to 3 days before the start of the trip,
- 100% on the day of the trip, in the case of non-arrival or withdrawal during the trip.

# b. for recreational holidays for preschool children, outdoor education, school and student excursions if the entire contract is canceled:

- Actual administrative costs if the trip is canceled up to 120 days before the start of the trip (timely cancellation),
- 20% if canceled between 119 and 90 days before the start of the trip,
- 50% if canceled between 89 and 60 days before the start of the trip,
- 80% if canceled between 59 and 45 days before the start of the trip,
- 100% if canceled from 44 days before the start or during the trip.

**c. other individual services:** For reserved individual services such as concert tickets, opera, theater, balls, transportation tickets/passes (e.g., metro, train, bus), ferry tickets, ski passes, sightseeing tours, museum tickets, tickets for sports events, etc., in the event of cancellation, the Traveler will be charged costs equal to the price of each contracted individual service, which may be up to 100% of the price of the individual service.

A change in the contracted location, travel date, means of transport, accommodation facility, accommodation unit, failure to obtain a visa, non-payment of the agreed price, and similar, is considered a cancellation of the trip by the Traveler. The Traveler is obliged to reimburse the Organizer only for actual or incurred costs (transportation, accommodation, trip organization costs, etc.) if the cancellation occurred due to: sudden illness of the Traveler, spouse, child, parent, sibling, adopted child, or adoptive parent; death of the Traveler, spouse, child, parent, sibling, adopted child, or adoptive parent; death of the Traveler, spouse, child, parent, sibling, adopted child, or adoptive parent; or natural disasters or a state of emergency officially declared by the competent authority of the country of travel. In such cases, the Traveler is required to provide the Organizer with proof that confirms their right under health insurance based on temporary inability to work (a certificate from a chosen general medicine physician or a discharge summary from a stationary healthcare institution expressly confirming a sudden illness and inability to travel), or a death certificate, or a summons for military exercise. Local terrorist attacks, explosions, contagions, epidemics, and other diseases, natural disasters, climatic conditions, etc., for which a state of emergency has not been declared by the competent state authorities of the domicile or destination country, cannot be considered justified reasons for cancellation or interruption of the trip.

Sudden illness refers to a sudden and unexpected illness or infectious disease or organic disorder, determined by an authorized doctor, which occurs after the conclusion of the travel contract and is not related to, nor is it a consequence of, any prior medical condition, and is of such a nature that it requires treatment, hospitalization, and prevents the start or use of the contracted trip. If the Traveler provides an appropriate replacement or the Organizer arranges a replacement, the Organizer is obliged to refund the Traveler the full amount paid, deducting only the actual and incurred costs. In the event of trip cancellation covered by an insurance policy, the Traveler exercises their rights directly with the insurer. In the event of contract cancellation, the Traveler is not entitled to a refund of the amount paid to the Organizer for visa facilitation services, as well as any paid legal or other obligations.

<u>12.2. After the start of the trip</u>: If, due to the cancellation of the trip, the Traveler, through their own fault, fails to use some of the contracted services, the Organizer will attempt to obtain compensation from the service provider for the unused services. If the service provider does not refund the money, the Traveler is not entitled to a refund for the corresponding part of the unused trip. If it concerns an insignificant service or value, the Organizer is relieved of this obligation. If, through the fault of the Organizer, a significant portion of the services determined by the Contract is not provided, the Organizer is obliged to take certain preventive measures to allow the trip to continue or to offer the Traveler other appropriate services until the end of the trip without additional costs for the Traveler, all in accordance with Section 14 of these General Terms, without affecting the Traveler's other legal rights.

# **13. INSURANCE AND TRAVEL GUARANTEE:**

Travel insurance is not included in the price of the trip. The Organizer advises the conclusion of insurance for trip cancellation, travel liability insurance, health insurance, and accident insurance. If the Organizer and the Agent offer travel insurance, it is only as an intermediary service. The insurance contract is concluded solely between the Traveler and the insurance company, to whom any claims should be directly addressed. You should read the insurance terms and conditions and obligations under the insurance contract. Insurance premiums are not part of the trip price and are due immediately upon concluding the insurance contract. By signing the Contract, the Traveler confirms that they have been informed and referred to obtain a travel insurance package.

The travel insurance package does not necessarily cover mandatory health insurance, and the Traveler is advised to secure it independently, as failure to do so may result in border authorities not allowing further travel, or the Traveler may be required to bear significant medical expenses. In accordance with the provisions of the Law on Tourism, the Organizer holds a deposit of 2,000 EUR in dinar equivalent and a travel guarantee for license category A in the amount of 50,000 EUR.

The Organizer, MYEXIT ADVENTURE, holds a liability insurance policy in case of insolvency and liability for damages to the Traveler arising from business activities, policy number 30000044688, issued by "Milenijum osiguranje a.d.o."

The insurance provides coverage for:

In the event of insolvency:

- costs of necessary accommodation, meals, and return of the Traveler from the trip within the country or abroad, to the point of departure
- claims for the funds paid by the Traveler under the tourist travel contract, which the travel organizer did not fulfill
- claims for the funds paid by the Traveler, in the event of trip cancellation by the Traveler, in accordance with the general terms and conditions of travel
- claims for the difference between the agreed travel price and the reduced travel price proportional to the non-performance or incomplete performance of the services included in the travel program
- In the event of damage caused to the Traveler:
- claims for the funds paid by the Traveler under the tourist travel contract, which the insured party did not fulfill
- claims for the difference between the agreed travel price and the reduced travel price proportional to the non-performance or incomplete performance of the services included in the travel program

In the event of the insolvency or bankruptcy of the Organizer, Travelers already on the trip should contact the insurer "Milenijum osiguranje a.d.o." from Belgrade, Bulevar Milutina Milankovića 3b, as soon as possible, via phone at 011/7152300, or email: office@milenijum-osiguranje.rs. The Traveler should provide the contract number, the travel destination, the names of the Travelers, and the address or phone number through which the insurer can contact them.

# 14. ASSISTANCE, COMPLAINTS, LAWSUITS, AND DISPUTE RESOLUTION

The Traveler is obliged to immediately report a justified complaint to the Organizer's local representative, or if unavailable, directly to the service provider (e.g., carrier, hotelier, etc.), or if such persons are not listed in the travel documents, directly to the Organizer. For assistance, emergencies, and other matters, as well as complaints, the Traveler may contact the Organizer by phone at +381213108035, by fax at +381216612399, during working days from 09:00 to 15:00 Central European Time, or by email at info@exittrip.org. For urgent matters and similar issues, the Traveler must provide the contract number, travel destination, accommodation facility name, Traveler's name, address, or telephone number for contact. The Traveler is obliged to cooperate in good faith and patiently wait for a period of 24-48 hours for a justified complaint to be resolved on-site (e.g., fridge malfunction, power or water outage, poorly cleaned apartment, and other deficiencies) and accept the offered solution that corresponds to the contracted service. If the cause of the complaint is not resolved on-site, the Traveler and the Organizer's representative or the direct service provider (for accommodation,

transportation, or other services in the Program) must prepare a written confirmation in two copies, signed by both parties, with the Traveler retaining one copy. If the cause of the complaint is resolved on-site, the Traveler is obliged to sign a confirmation of this, and if not, the fact that the Traveler continued to use the appropriate alternative solution is considered that the Program has been fully executed.

Local representatives do not have the authority to acknowledge any claims for compensation—only the Organizer does. The Traveler cannot request a proportional price reduction, contract termination, or compensation for damages if they negligently fail to immediately and timely inform the authorized representative and the Organizer of the discrepancies between the provided and contracted services on-site. If the discrepancies are not resolved on-site, the Traveler must submit a justified and documented complaint (a written complaint on-site, receipts for paid expenses, claims for unprovided services specified and quantified for each Traveler individually, witnesses, and other evidence) exclusively to the Organizer within eight days from the trip's conclusion, or within thirty days from the discovery of the discrepancies, and request a refund of the difference between the contracted and unprovided or partially provided services. Each Traveler who signed the contract must submit the complaint individually, either on their behalf or with a valid power of attorney, as the Organizer will not consider group complaints.

Complaints and other procedures must be submitted in writing exclusively to the Organizer's address in Novi Sad, Kisacka Street No. 5. The Organizer is obliged to process only timely, reasoned, and documented complaints about unresolved issues that could not be resolved on-site during the trip. The Organizer is obliged to provide the Traveler with a written response within 15 days and refund the difference in price from the date of receipt of a valid complaint. If the complaint is incomplete and requires correction, the Organizer will notify the Traveler to rectify it within the given timeframe under threat of forfeiture. The Organizer will, in good business practice, respond to complaints that are untimely, unfounded, or incomplete within the legal timeframe.

The price reduction for the Traveler's complaint can only cover the unprovided portion of the service and cannot include the already used services, nor can it reach the total agreed price. The amount of compensation, payable on a valid and timely complaint, is proportional to the degree of unprovided or partially provided services. If the Traveler accepts compensation in the form of a proportional price reduction or another form of compensation, it is understood that the Traveler agrees with the Organizer's proposal for an amicable settlement of the dispute and thereby waives any further claims against the Organizer regarding the disputed matter, regardless of whether the Traveler signed a written confirmation of the refund with a clause for the final settlement of mutual disputes. It will be considered that the price difference has been refunded to the Traveler and that an agreement has been reached with the Traveler in accordance with the law and these General Terms when the Organizer offers the Traveler a realistic price difference for inadequately provided services, in accordance with the price list of the direct service provider that was valid on the date the travel contract was concluded, and other available evidence, and that the Organizer acted in accordance with the applicable regulations. The Organizer is not responsible for omissions or damages caused to the Traveler by the direct service providers who are liable according to the regulations that apply to them, if the Organizer acted with due diligence in selecting the persons who provided these services. Any Traveler's request to initiate proceedings before other authorities before the complaint resolution period has expired will be considered premature, and notifying the media will be considered a breach of the Contract.

#### **15. TRAVEL PROGRAM ON DEMAND AND INDIVIDUAL SERVICES:**

<u>15.1. Travel program on demand by the Traveler:</u> An individual trip (hereinafter: **Program on demand**) for the Traveler is a combination of two or more services that are not part of the Organizer's offer, i.e., which the Organizer has not previously published, but has created upon the Traveler's request. The provisions of the previous sections of these General Terms apply analogously to the Program on demand, unless otherwise regulated by this section. If, at the Traveler's request, multiple individual services from the Organizer's offer are combined and contracted (e.g., a flight and a cruise tour, etc.), the cancellation fee is calculated per individual service and then summed up. The Traveler has the right to withdraw from the Contract, and must notify the Organizer in writing. The date of the written cancellation of the Contract serves as the basis for calculating the compensation due to the Organizer, expressed as a percentage in relation to the total price of the requested trip, unless otherwise specified in the Program, as follows:

- Actual administrative costs if the trip is canceled up to 45 days before the start of the trip (timely cancellation),
- 15% if the trip is canceled between 60 and 30 days before the start of the trip,
- 20% if canceled between 29 and 20 days before the start of the trip,
- 40% if canceled between 19 and 15 days before the start of the trip,
- 80% if canceled between 14 and 10 days before the start of the trip,
- 90% if canceled between 9 and 6 days before the start of the trip,
- 100% if canceled 5 days before the start of the trip or during the trip.

15.2. Individual services and "Reservations on request": If the Traveler reserves or contracts only one service, the Organizer acts solely as an intermediary for another party's service (hereinafter: **Service Agent**). For individual services and "reservations on request," the Traveler pays a deposit for reservation costs, which cannot be less than 150 EUR in dinar equivalent at the Organizer's bank selling rate on the day of payment. If the reservation is accepted by the Traveler, the deposit is credited toward the service price. If the Organizer does not confirm the reservation within the agreed timeframe, the deposit is fully refunded to the Traveler. If the Traveler does not accept the offered or confirmed reservation, which fully complies with the Traveler's requirements, the Organizer retains the deposit in full. Except in cases of gross negligence or misconduct, the Organizer is not responsible for deficiencies, material damage, or bodily harm related to individual tourist service providers (e.g., individual accommodation services, transportation, tickets for sports events, excursions, car rentals, etc.). Upon receipt of proof of the contracted individual service, contractual relations exclusively between the Traveler and each individual service provider come into effect.

For individual tourist services, the following cancellation scale applies unless otherwise agreed:

## a. for hotel accommodation:

- Actual administrative costs if the trip is canceled up to 30 days before the start of the trip (timely cancellation)
- From 29 to 22 days before the start of the trip: 15%
- From 21 to 8 days before the start of the trip: 25%
- From 7 days before the start of the trip: 50%
- From 6 days before and after the start of the service: 100% of the price

# b. for apartment rental per unit:

- Actual administrative costs if the trip is canceled up to 45 days before the start of the trip (timely cancellation)
- From 44 to 30 days before the start of the trip: 50%
- From 29 days before the start of the trip: 70%
- From 15 days before and after the start of the service: 100%

# c. for the rental of camper vehicles and motorcycles:

- Actual administrative costs if the trip is canceled up to 31 days before the start of the trip (timely cancellation)
- From 21 to 8 days before the start of the trip: 50%
- From 7 to 3 days before the start of the trip: 65%
- From 2 days before the start of the trip or in the case of no-show: 80%

**d. Car rental:** The Traveler fully accepts the General Terms of vehicle rental, which are found on the back of the standard Vehicle Rental Agreement.

Unless otherwise provided by the vehicle rental contract, the following rules apply: Reservations and confirmations are valid only for the reserved vehicle category, never for a specific model. Agencies reserve the right to provide clients with the same or a more expensive vehicle than the one reserved, which cannot be grounds for compensation claims, such as due to increased fuel consumption. The payment for vehicle rental is made after the service has been completed. As a rule, it is necessary to reserve funds on-site or leave a security deposit. In the event of a traffic accident, damage, or theft of the rented vehicle, the security deposit is retained as participation.

In the following cases, the Traveler is solely responsible for: damages resulting from non-compliance with the rental conditions; gross negligence or driving under the influence of alcohol; damage to the oil sump or the vehicle's undercarriage; incurred costs for hotel, phone, or towing; loss or damage to keys; costs for personal belongings damaged in a traffic accident or stolen from the vehicle; and total tire damage. In the event of vehicle damage, the Traveler is obliged to: immediately

notify the police and prepare a police report on the accident and damage, and promptly notify the rental car agency. The agency and the insurance company will not recognize partial or total damage to the vehicle if the authorized driver was driving under the influence of alcohol, drugs, etc. The insurance policy covers the Traveler and any other authorized driver, in accordance with the provisions of the general insurance terms and the rental agreement. Mandatory insurance by law only covers injury and/or death of individuals (passengers) and damage caused to a third party and their property. The following documents are necessary to process the damage claim and refund the participation: the police report and damage report; a copy of the rental agreement; proof of deposit payment (receipt from the rental car agency or credit card statement); the original keys and vehicle registration.

The airport service fee for vehicle rentals initiated at the airport is 10% of the total rental contract value. A separate fee is charged for picking up or delivering the vehicle outside the agency's location, both domestically and internationally. The Traveler can take the rented vehicle abroad under special conditions and with the agency's special consent. The fuel costs for the vehicle during the rental period, as well as costs for concert tickets, opera, theater, balls, transportation tickets/passes (e.g., metro, train, bus), ferry tickets, ski passes, sightseeing tours, museum tickets, and individual transfers, will be charged to the Traveler in the event of cancellation, equal to the price of each contracted individual service. For individual transport services, timely cancellations require the return of already issued tickets for scheduled flights, train tickets, or ferry tickets, otherwise, full charges will apply.

If the Traveler has reserved an apartment for a vacation, the Organizer warns that the landlord may request a deposit for incidental costs and potential damage when handing over the vacation apartment.

## **16. PROTECTION OF THE TRAVELER'S PERSONAL DATA:**

The Traveler's personal data, provided voluntarily, constitute a business secret of the Organizer. The Traveler agrees that the Organizer may use personal data for the realization of the contracted travel program, and addresses, locations, times, and prices of travel, as well as the names of travel companions, cannot be disclosed to other persons, except to those specified by special regulations.

# **16. MANDATORY APPLICATION:**

The Organizer may, through the Program or Special Terms of Travel, provide different provisions from these General Terms, due to the specific conditions and rules of direct service providers, as well as for trips with special content (such as sports events, congresses, and similar international events, and special types of tourism—school trips, hunting and fishing, extreme sports, etc.), which form an integral part of such Contracts. The ineffectiveness of individual provisions of the Contract does not result in the ineffectiveness of the entire Travel Contract, which also applies to these General Terms. The Traveler and the Organizer mutually agree to the jurisdiction of the Basic Court in Novi Sad, Sutjeska 2, for resolving

mutual disputes, and in cases where the law prescribes the actual jurisdiction of the regular court, the Traveler and the Organizer agree to the local jurisdiction of the court based on the seat of the Organizer, with the application of these General Terms. These General Terms and the travel conditions apply from October 1, 2024.

"MYEXIT ADVENTURE" LLC

Director: Dunja Gladić GRANICENOM OALSU8 MYEXIT ADVENTURE DCL YOVI