

General Terms and Conditions for the Sale of Travel Packages ("General Terms")

CONTENTS OF THE CONTRACT FOR THE TOURIST PACKAGE

1.1 By submitting an application to purchase the tourist package, the customer declares that he has read and accepted these General Conditions, both for himself and for the people for whom he is requesting the services of the tourist package.

APPLICABLE LAWS

2.1 The package travel contract is governed by the laws of the United Arab Emirates (UAE), in particular by Federal Law No. 24 of 1997 and subsequent amendments, as well as by the provisions of the UAE Civil Code.

2.2 Each clause of these General Terms is autonomous with respect to the others; the total or partial invalidity of a clause will not affect the validity of the other clauses.

DEFINITIONS

3.1 The "Giàlofly" brand is owned by See Ya Tours FZCO and according to the legislation in force in the United Arab Emirates, See Ya Tours FZCO is considered the "coordinator" of the tourist package.

3.2 See Ya Tours FZCO is also recognized as the "distributor" of the tour package under the laws of UAE.

3.3 "Package holiday" means the combination of at least two different types of tourist services such as:

- the transport of travellers;
- accommodation, which may be part of passenger transport and be intended for residential purposes;
- the rental of cars, other motor vehicles or motorcycles requiring a driving license;
- any other tourist service which does not form an integral part of the services listed above.

3.4 "Package holiday contract" means the agreement relating to the entire travel package or, if the package holiday is provided through separate contracts, the set of contracts relating to the travel services included in the package.

3.5 "Traveller" means any person who intends to enter into a contract, signs a contract or is authorised to travel under a contract entered into as set out in this paragraph.

3.6 "Operator" means any natural or legal person, public or private, who, in the context of his commercial, industrial, craft or professional activity, enters into contracts, including through another person acting in his name or on his behalf, as an organiser, seller, operator facilitating related travel services or supplier of travel services.

3.7 "Organiser" means an operator who creates travel packages and sells or offers them for sale directly or through another operator.

3.8 "Seller" means an operator other than the organiser who sells or offers for sale travel packages created by an organiser.

3.9 "Durable medium" means any means which enables the traveller or operator to store information addressed to him in a way which allows future access to it for a period of time adequate for the purposes for which it is intended and which allows the identical reproduction of the information stored.

3.10 "Unavoidable and extraordinary circumstances" means a situation beyond the control of the party invoking such situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

3.11 "Lack of conformity" means a failure to fulfill the tourist services included in a holiday package.

3.12 "Point of sale" means any place, whether movable or immovable, used for retail sales, retail website or other online sales tool.

3.13 "Return" means the return of the traveler to the place of departure or to another place agreed between the contracting parties.

MANDATORY INFORMATION AND TECHNICAL DATA SHEET

4.1 Before the conclusion of the package travel contract, See Ya Tours FZCO provides the traveler, in a clear and precise manner, through what is published in the catalogue on the web pages relating to the chosen destination, or through a quote or other information tool, the following information:

- the main characteristics of tourist services, such as:
 - the travel destination or destinations, the itinerary and periods of stay with related dates and the number of nights included;
 - the indication of the type of quality of the facilities provided for overnight stays;
 - the indication of the type of means of transport with which the journey will be made;
 - meals, if included;
 - visits, excursions or other services included in the agreed price;
 - the tourist services provided to the traveller as a member of a group and, where applicable, the approximate size of the group;
 - the commercial name and geographical address of See Ya Tours FZCO, its telephone numbers and email addresses;

- the total price of the tourist package;
- the payment methods, including any amount or percentage of the price to be paid as a deposit and the timetable for payment of the balance, or the financial guarantees that the traveller is required to provide;
- general information regarding passports and/or visas, including the approximate times for obtaining visas and health formalities in the destination country;
- information on the traveler's right to withdraw from the contract before the start of the travel package;
- information on the optional or compulsory subscription to insurance covering the costs of unilateral termination of the contract by the traveller or the costs of assistance, including repatriation, in the event of accident, illness or death.

4.2 Information relating to the trip not contained in the contractual documents, in the catalogue, on the See Ya Tours FZCO website or in other means of communication, will be provided by See Ya Tours FZCO to the traveller, in accordance with the provisions of the legislation in force, in good time before the start of the trip.

TRAVEL FITNESS

5.1 The traveler is invited to carefully read the travel program and these General Conditions to fully understand the offer of See Ya Tours FZCO, as well as the type and characteristics of the trips. It is the traveler's responsibility to choose a trip that is suitable for his/her psycho-physical conditions and to contact See Ya Tours FZCO in case of doubts or requests for clarification.

5.2 The tour packages offered by See Ya Tours FZCO may not be suitable for all types of travellers. In the case of travellers with reduced mobility or people who require specific medical assistance, the traveller must contact See Ya Tours FZCO before booking to obtain more information about the trip and agree, if possible, on special arrangements necessary or useful to allow participation in the trip in safe conditions.

CONCLUSION OF THE PACKAGE TOUR CONTRACT. PAYMENTS AND PRICE

6.1 The traveler must make the proposal to purchase the tourist package according to the methods indicated by See Ya Tours FZCO on its website.

6.2 By sending the purchase proposal, the traveler must pay:

- a registration or handling fee, if required by See Ya Tours FZCO;
- If the balance is not paid within the deadline, the reservation will be considered cancelled and See Ya Tours FZCO will not refund the deposit paid.

6.3 The price of the tourist package is determined according to what is indicated in the catalogs and on the See Ya Tours FZCO website. The price may increase only as a result of changes in exchange rates, costs related to transport or taxes and rights on tourist services imposed by third parties not directly involved in the execution of the package. In any case, the price cannot be increased in the 20 days preceding departure.

PROMOTIONS

7.1 See Ya Tours FZCO reserves the right to offer the traveler, during the sale of the travel package and in compliance with the law, various promotions, including price reductions, prizes and other benefits. See Ya Tours FZCO reserves the right not to apply certain promotions to travelers who do not meet the relevant conditions of applicability.

LIABILITY OF SEE YA TOURS FZCO FOR THE INCORRECT PERFORMANCE OF THE PACKAGE AND FOR THE SUBSEQUENT IMPOSSIBILITY DURING THE PERFORMANCE OF THE PACKAGE

14.1 See Ya Tours FZCO is responsible for the performance of the tourist services provided for in the package travel contract, to the extent that such services are directly managed and provided by See Ya Tours FZCO itself. In the event that certain tourist services provided for in the package must be performed by third parties, such as transport companies, excursion providers or restaurants, the responsibility for the accurate and compliant performance of such services lies with the third party provider in question.

14.2 See Ya Tours FZCO undertakes to select with the utmost care and attention the third-party suppliers who collaborate for the realization of the tourist services included in the package. However, it cannot be held responsible for any inaccuracies, delays, cancellations, changes or other inconveniences relating to the services provided by third parties.

14.3 In the event of situations of force majeure or unforeseen events that make the execution of the tourist package impossible or seriously difficult during its execution, See Ya Tours FZCO will do everything possible to adopt alternative measures for the continuation of the journey or for the return of travellers, in compliance with the contractual conditions and applicable regulations.

14.4 Any complaints or claims for compensation relating to inaccuracies, delays, cancellations or other inconveniences during the performance of tourist services provided by third parties must be addressed directly to the third party provider involved, according to the contractual conditions established between the traveler and the third party provider.

TRAVELLER'S OBLIGATIONS

15.1 The traveler is required to read and accept these General Terms before sending the booking request.

15.2 During the negotiations and in any case before the conclusion of the contract, the traveler is provided, in writing, with updated general information regarding health obligations and the documentation required for expatriation.

15.3 Travellers must in any case inform See Ya Tours FZCO of their citizenship at the time of requesting to book the tourist package or tourist service and, at the time of departure, they must definitively ensure that they are in possession of vaccination certificates, individual passport and/or any other document valid for all the countries included in the itinerary, as well as any residence and transit visas and health certificates that may be required.

15.4 See Ya Tours FZCO cannot be held responsible for the failure to depart of one or more travellers if the travellers, despite having received all the necessary information, have not taken steps to obtain the documents, certificates or vaccines necessary to undertake the journey.

APPLICABLE LAW – COMPETENT COURT

24.1 The travel package and the travel package contract are governed by the laws of the United Arab Emirates. Any dispute that may arise between the traveler and See Ya Tours FZCO regarding the validity, formation, execution, fulfillment or termination of the travel package contract will be under the exclusive jurisdiction of the Court of Dubai.

PRIVACY POLICY

25.1 The traveler authorizes the organizer to use and communicate to third parties his/her personal data in relation to obligations connected with the travel package contract pursuant to the current Regulation on privacy and personal data protection of the United Arab Emirates.

SINGLE TOURIST SERVICES AND RELATED TOURIST SERVICES

26.1 Contracts having as their object the offer of the transport service only, the accommodation service only, or any other separate tourist service, do not constitute a contractual case of travel organization or tourist package and do not enjoy the protections provided by current legislation. The contractual conditions of the individual supplier and the applicable laws apply to such contracts. The responsibility for the correct fulfillment of the contract lies with the service supplier.

USE OF TRAVELER IMAGE

27.1 During participation in our trips, we may capture photographic or video images of travelers while participating in the activities organized by See Ya Tours FZCO. By accepting the package travel contract, the traveler expressly consents and authorizes See Ya Tours FZCO to use his/her images for promotional and advertising purposes, including but not limited to publications on websites, social media, printed materials and other communication platforms.

27.2 The authorization includes the possibility for See Ya Tours FZCO to retouch, modify and adapt the images for the purposes indicated above, respecting the dignity and privacy of the traveler. The traveler understands that the use of the images could occur without notice and without financial compensation.

27.3 If the traveler wishes to exclude the use of his/her image, he/she must communicate this in writing to See Ya Tours FZCO before the start of the trip. In this case, it will be the responsibility of See Ya Tours FZCO to take the necessary measures to comply with this request, without prejudice to the contractual and legal provisions in force.

27.4 See Ya Tours FZCO undertakes to process traveler images in accordance with the current UAE Privacy and Data Protection Regulation, ensuring the security and confidentiality of personal data collected during the trip.
