

Our terms and conditions

(Effective starting January 01, 2021).

This document is terms and conditions services being offered to our clients (hereinafter – Terms, contract).

Acceptance of Terms is carried out by the following actions of customers:

- (1) choosing the flight destination among the offers contained on the Clickavia.ru website;*
- (2) making a request/reservation for an air flight;*
- (3) transferring funds to a Reservation Account.*

Clickavia.ru website is an aggregator service that provides:

- (1) information about the services of carriers;*
- (2) a service for the Customers to find a charter and conclude a contract with tour operators and carriers;*
- (3) a secure payment service through a Reservation Account provided by Tochka Bank (tochka.com).*

Clickavia.ru is neither a tour operator nor an agent. We provide you with an intermediary service consisting of three components.

1. We collect and process information about carriers (tour operators), conclude agency agreements with them allowing our Customers to book air tickets quickly and conveniently. We examine our operators and post our findings on the website.

*2. In partnership with Tochka Bank, we provide a secure payment service, i.e. a Reservation Account. Your funds do **not** remain with us after payment and do **not** go directly to the contractor.*

Customer funds are reserved on a Reservation Account with Tochka Bank and transferred to the contractor's account only after the contractor confirms the possibility of making the flight.

3. We provide information to our customers about contractors and services provided by contractors.

*The Terms and conditions in more detail are following below. **Please read the terms and conditions carefully** as they set out the basis for our services to you.*

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PREAMBLE TO THE TERMS AND CONDITIONS

1. TERMS AND DEFINITIONS

Aggregator (Agent, Service, Platform, Service for providing information contained in the booking system) means a website located at www.clickavia.ru and used for concluding Contracts of carriage between Customers and Carriers.

Terms and conditions means an offer addressed to any individual by Aggregator acting as an Agent in the Offer to conclude Contracts of carriage between Customers and Service Providers.

Publication of the offer means posting the text of this Offer in free access on the Internet at <https://www.clickavia.ru/documents/agreement.pdf>

The Agent is not an air carrier and charterer of an aircraft, the Agent's services are of an intermediary nature including those of an information agent providing information about the services of the Principal in accordance with Article 1253.1 of the Civil Code of the Russian Federation. The Agent acts at the expense and on behalf of the Principal (Service Provider) - the Carrier or the Charterer of the aircraft (or his agent, being in this case the sub-agent) or the tour operator which is a Service Provider.

Reservation means a request for booking an air ticket received by the Agent from the Customer based on an Offer through the Service in order to conclude a Contract of Carriage with Service Providers.

Customer means any individual who has visited the Service and selects services for purposes not related to entrepreneurial activity.

Customer can conclude a Contract with Service Providers for the provision of air carriage services. The contract is concluded by implicative actions through booking a Reservation for air carriage and paying for the service.

Agency Agreement means an agreement between an Aggregator (acting as an Agent) and Service Provider (acting as a Principal). The Agent under the Agency Agreement provides services in: (1) furnishing with information about the Service, (2) booking air tickets, and (3) paying for air tickets to the Service Provider.

Service Provider means Principal, Carrier, Charterer, Tour Operator, other person at whose expense and on whose behalf the Agent acts under the Agency Agreement concluded with the Service Provider, and who directly has rights and obligations under the Contract with the Customer. The identity of the Service Provider is determined depending on the route selected by the Customer and is unknown at the time of acceptance of the Offer. A complete list of all Service Providers is contained in a special section of the Service at <https://www.clickavia.ru/documents/appendix.pdf>

The Agent examines Service Providers on a regular basis, and provides Customers with information about Service Providers. The examination findings in the form of the brief information reports are presented on the Service Website.

Contract of carriage means the contract is concluded between the Customer and the Service Provider after funds are debited from the Reservation Account in favor of the Service Provider.

Reservation Account means a bank account opened to an Agent in Tochka bank, the funds on which belong to the Customers who deposited those funds based on the Offer. After confirmation of the Reservation by

the Service Provider, funds from the Reservation Account are debited in favor of the Service Provider. The Aggregator can retain fees based on the Agency Agreement. The Reservation is considered completed from the moment funds are debited from the Reservation Account in favor of the Service Provider. After funds are debited from the Reservation Account, the Service Provider is fully responsible to the Customer.

Charter air transportation means air transportation performed by the carrier on the basis of an air charter, i.e. a charter contract for all or part of the aircraft's capacity as well as flights equivalent to them (including regular flights) at special (non-refundable) rates.

The airfare for all flights provided by the Agent for booking is non-refundable unless the conditions of booking the ticket expressly provide otherwise.

Reservation means a Customer's request for booking air tickets, containing information agreed with the Agent on the number of tickets, their class, passenger composition, departure date and return date, departure and destination.

Booking Sheet means an integral part of the Contract, which contains information about the consumer properties of the services booked by the Customer. The Booking Sheet is issued as a message sent to the Customer's email and/or on paper.

Charterer of an aircraft is a legal entity that, under a chartering contract, undertakes to pay the cost of using all or part of the capacity of one or more aircraft provided for one or more flights for the carriage of passengers and baggage.

Way point/destination means the intermediate or final destination of the trip specified in the Booking Sheet.

2. GENERAL PROVISIONS (DISCLAIMER)

2.1. Aggregators, being information intermediaries, as a rule, are not responsible to Customers for the quality and conditions of services offered on their platform.

2.2. Aggregator is considered to have fully fulfilled its obligations to the Customer at the time of booking the ticket and debiting funds from the Reservation Account in favor of the Service Provider. If, because of the performance of air carriage, the Customer is dissatisfied with the quality of the flight or other services provided by the Service Provider, the Agent's fee is refunded at the Agent's discretion, since the obligations of the Service are fulfilled in full.

2.3. By paying for the Reservation, the Customer understands and agrees that the recipient of funds for the air carriage service from the Reservation Account is the Service Provider.

2.4. Aggregator is entitled to deduct its fees from the Reservation Account after the Reservation is confirmed by the Contractor.

2.5. By accepting the terms of this Terms and conditions, the Customer understands that he enters contractual relations directly with the Service Provider for all obligations related to air carriage. All claims arising in connection with air carriage on the quality of services, the specifics of cancellation, rescheduling, flight delays, monetary claims for refunds, recovery of losses, compensation and other sanctions must be presented to the Service Provider.

2.6. This document is addressed to individuals who purchase services for purposes not related to entrepreneurial activity and is an official and Terms and conditions of the Agent for fees and on behalf of the Customer (individual who responded to the offer) to fulfill obligations:

(1) on providing information contained in the Booking System;

(2) on confirming the possibility of carrying out the flight, in accordance with the parameters specified by the Customer (date, destination, insurance conditions, number of persons receiving services, other flight parameters);

(3) on placing the Customer funds on a Reservation Account;

(4) In case of obtaining the consent of the Customer and the Carrier to enter a carriage relationship and conclude a carriage contract, ensure the transfer of the Customer deposited funds from the Reservation Account to the Contractor's current account.

2.7. The Agent also provides other intermediary information services in accordance with Article 1253.1 of the Civil Code of the Russian Federation. The Agent accepts and processes Customer requests, including those related to the specifics of the flight, Contractors, specifics of visa regimes in foreign countries, and provides information support to Customers on other issues related to the services provided by the Contractors and about the Agent services.

for rendering information services in booking a reservation and concluding a contract of carriage with a Service Provider.

The Agent, on the one hand, and the Customer acting on their own behalf, as well as on behalf of and in the interests of the persons indicated when booking and paying for the Reservation, on the other hand, collectively referred to as the "Parties", have concluded this Contract (hereinafter referred to as the "Contract") on the terms and conditions as follows. The Contract and annexes hereto which are an integral part hereof, are posted on the Internet on the Clickavia.ru website and are necessarily provided for review when booking and/or sent via electronic and other forms of communication.

The Contract and annexes hereto presented on the Website, are a Terms and conditions in accordance with Article 435 and paragraph 2 of Article 437 of the Civil Code of the Russian Federation. In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of the essentials contained in the Contract, interpreted in accordance with paragraph 1 of Article 438 of the Civil Code of the Russian Federation as acceptance, equals to concluding a contract for rendering booking services. The written form of the contract is complied with in accordance with the provisions of Article 434 of the Civil Code of the Russian Federation. The Agent can withdraw the Offer at any time prior to its acceptance.

Full and unconditional acceptance of the terms of this Agreement is considered given after the Customer presses the "Pay" button at the stage of booking the Reservation for an air ticket on the Website as well as makes payment (full or partial) to the Nominee Account for booking reservation and air carriage services.

By agreeing to the terms and conditions of the Contract, the Customer confirms his right and legal authority, solvency, and is also aware of the responsibility for the obligations imposed following the conclusion of the Contract. The Customer confirms the accuracy of his personal data as well as the data of the persons specified in the booking and assumes all possible commercial risks (making a new reservation, changes in the tariffs of services included in the ticket, refund, etc.) associated with his making mistakes, inaccuracies in providing the data requested by the Agent when making an Request for booking an air ticket.

The Agent reserves the right to make changes to the Contract prior to its conclusion with the Customer causing the Customer, who has not yet concluded the contract, to regularly monitor changes in the Contract posted on the Clickavia.ru website.

When booking a reservation through the Clickavia.ru website, the Customer enters direct, legally binding contractual relations with third parties (Service Providers) whose services are posted on the Agent Website.

From the moment the Customer books a reservation, the Agent acts exclusively as an intermediary between the Customer and the specified third parties (Service Providers), transferring the reservation details to the specified persons and sending the Customer an electronic order

confirmation as well as all the necessary information about the person providing a service directly to the Customer.

The relationship between the Customer and the Agent is governed by the current legislation of the Russian Federation. The third-party services booked by the Customer are governed by the rules of the relevant Service Provider and the rules of the applicable tariff.

All terms and definitions used in the Contract are understood and interpreted by the Parties in accordance with section 1 of the Preamble to the Terms and conditions: "Terms and Definitions".

1. SUBJECT OF THE CONTRACT

1.1. Agent shall, for a fee, provide services to Customer on behalf and at the expense of Principal for booking air tickets and providing a service for paying air tickets to Principal using a Reservation Account for charter and other flights, on the terms and conditions of the Contract and the Reservation filled in by the Customer and confirmed and not cancelled by the Agent.

Agent's obligations for booking and paying for air tickets as well as for further fulfillment of the Contract arise only if Principal (Service Provider) has tickets available.

If no air tickets are available, the Agent is released from its obligation to fulfill the Contract. It is understood that no extra expenses of the Customer related to the lack of air tickets are subject to reimbursement. The payment confirmation sent to the Customer is not a confirmation of the availability of air tickets from the Service Provider.

The Customer requirements for the Service provided by the Principal are

formed by selecting the appropriate parameters on the Clickavia.ru website and are further contained in the Ticket Booking Reservation (hereinafter referred to as the Reservation) which is stored in the Customer's personal account/sent to the Customer's mail/handed over to the Customer. If the Service Provider has not confirmed the possibility of a flight, the booking system is looking for the possibility of another flight, and if such a flight cannot be found, the Customer's funds are returned back to the Customer from the Reservation Account.

1.2. Wherever the Customer is specified in the text of the Contract, it also refers to third parties in whose interests the Customer acts, persons accompanying him (accompanied by him), including minors.

1.3. Service Provider is the person providing the services to the Customer and responsible to the Customer for failing to provide or poorly providing services included in the ticket regardless of who should have provided or in fact provided these services. The Agent only provides information about the availability of air tickets and a convenient way to book an air flight for the Customer on the Agent's website.

1.4. Air tickets require prior booking and confirmation by the Agent of the availability of such a product from the Service Provider. The Customer is considered to have received the service upon booking the ticket and debiting funds from the Reservation Account in favor of the Service Provider.

From then, the Agent is considered to have fully fulfilled its obligations to the Customer. The proper proof of fulfillment of obligations and receipt of the service by the Customer is a confirmation of payment of funds to the Provider. Further relations in connection with air carriage as

well as the rights and obligations arising from it, arise directly from the Principal and the Customer.

2. REGISTRATION ON THE WEBSITE

2.1. When booking a reservation, the Customer is registered on the Website in accordance with the terms of the Terms and conditions.

2.2. All information exchange between the Parties regarding the Reservation and the fulfillment of their other obligations under the Contract is carried out via e-mail, the address of which is specified by the Customer when booking and paying. The Customer shall provide the correct email address. The risk of non-receipt of legally valid messages due to the incorrectly specified email address is borne by the Customer.

To avoid the risk of missing out on legally valid messages, the Customer shall regularly, up to the moment of using the ticket, as well as any other service related to the purchase of the ticket, independently check his e-mail for information about possible changes, and, if necessary, contact the Agent for information through other contacts posted on the Website.

2.3. Responsibility for any consequences arising from the Customer's omission of information about changes in the Reservation that occurred for reasons beyond the Agent's control (cancellation or rescheduling of the flight, cancellation of the reservation by the Service Provider, etc., is borne by the Customer, subject to the Agent's compliance with the procedure for notifying the Customer of any changes in the Reservation.

3. BOOKING AND PAYMENT PROCEDURE

3.1. The Agent's booking and payment obligations apply to Reservations confirmed and not cancelled by the Agent and containing the following information transmitted by the Customer to the Agent on the Internet portal www.clickavia.ru strictly in accordance with the personal data processing policy on the website by self-filling out the Reservation form by the Customer located at https://www.clickavia.ru/documents/personal_data.pdf:

- personal data of the Customer allowing to identify the Customer as well as funds received from him as payment;
- the number of required air tickets, full name and passport details for all passenger bookings;
- preferred dates of departure and/or arrival;
- city of departure and arrival;
- data for feedback with the Customer: telephone, e-mail or other means of immediate communication.

The Agent is not liable for the accuracy of the information transmitted by the Customer as well as for losses incurred by the Customer due to the inaccuracy of the information provided. The Agent is entitled (but is not obliged) to request the possibility of making changes to the data inaccurately submitted by the Customer whereas a fine in the amount of 2000 to 5000 Rubles may be charged for making changes by the Service Provider.

3.2. The Customer gets independent access to the booking system on the www.clickavia.ru web portal.

3.3. The Customer has the opportunity to book a Reservation for the carriage from the preferred Carrier by filling out the appropriate online Reservation form. Filling out the online Reservation form is an acceptance of the Contract by the Customer. The Reservation contains the Customer's instructions for the execution of the order. Filling out and signing a Reservation at the Agent's office equals to filling out an online Reservation form.

3.4. Within three hours upon booking air tickets on the Clickavia.ru Website, the Agent shall send the Customer a confirmation of the Reservation by e-mail. If the booking was made by the Customer from 18:00 to 8:00 Moscow time, then the Reservation confirmation is sent within three hours from the beginning of the first working day.

The confirmation shall contain the following information:

- the number of air tickets; airfare; composition of passengers;
- date of departure and return.

Confirmation of the Reservation does not entail an unconditional obligation of the Agent to book and transfer the Customer's funds from the Reservation Account in favor of the Service Provider and may be canceled by the Agent if the Service Providers do not have tickets at the time of transferring the Reservation to them or due to other circumstances.

If no air tickets are available for the Reservation, the Agent is entitled (but is not obliged) to offer the Customer an alternative flight, if available, or to make a reservation without the consent of the Customer.

3.5. When booking air tickets, the Customer shall make a payment to a Reservation Account with a payment bank card via merchant acquiring services.

3.6. The Customer is considered to have fulfilled its payment obligations upon receipt of funds to the Reservation Account in Tochka Bank, in the amount specified by the Agent. The Agent's obligation to book a reservation does not arise before the Customer pays funds to the Reservation Account.

3.7. The Agent is not liable for the actions of the Principal, the Charterer, the Carrier, the Service Providers, including for the price change by the specified persons, the issuance of fuel charges or invoices for additional payment, the change in the payment rate including if such actions were performed by the Principal after full or partial payment of the contract price by the Customer. Airfare indicated on the Agent's website is dynamic (not fixed) and subject to change, the obligation to pay/surcharge the price lies with the Customer. The Agent is not responsible, inter alia, for price changes from the beginning of the booking and up to the departure of the Customer. If the Customer does not agree with the change in the price or conditions of carriage, and in the absence of deductions / penalties, other adverse effects on the part of the Principal, Carrier, Service Providers, the Agent is entitled (but is not obliged) to repudiate the contract. In this case, the funds paid by the Customer will be returned to the Customer from the Reservation Account. In case of deductions on the part of the Principal, Carrier, Service Providers, all claims in connection with the price change are presented by the Customer to the specified persons.

The amount of losses to be reimbursed to the Customer is limited by the price of the Agent's services (fees) in any case.

3.8. After receiving the payment, but not earlier than 1 (one) calendar day before the departure date from 15:00 to 22:00 Moscow time, the Agent executes and sends the information received from the Service Providers and (or) documents necessary for the consumption of services to the Customer's email address. Tickets with the departure date on the next day after the booking, if the order was received in the booking system after 19:00 Moscow time, can be issued and sent to the customer's e-mail address both on the eve of departure and on the day of departure. The Agent is considered to have fulfilled its obligations at the time of sending information and (or) documents to the Customer's e-mail address. The risk of non-receipt or omission of receipt of air tickets is borne by the Customer.

3.9. The amount indicated in the confirmation includes the airfare to the air carrier and the price of the services (fee) of the Agent. The Agent is not obliged to provide the Customer with information about the amount of fees and the evidence of presence and the amount of expenses for booking and paying for carriage.

3.10. The obligations to pay airfare to the carrier and all related obligations arise directly from the Charterer of the aircraft (or the Principal of the Tour Operator, other Service Providers) who is responsible to the Customer in accordance with the procedure established by the legislation of the Russian Federation.

4. OBLIGATIONS OF THE AGENT

4.1. The Agent undertakes to book and facilitate the transfer of the Customer's funds from the Reservation Account in favor of the Service Provider according to the Customer's confirmed Reservation (except in cases of cancellation of the Reservation).

4.2. The Agent shall fairly inform the Customer about the procedure for rendering services and the basic conditions of carriage by posting relevant information on the www.clickavia.ru web portal. By booking a reservation, the Customer confirms the receipt of the specified information.

The Customer has been explained the right to contact the Agent for obtaining the necessary additional information – the Agent is entitled to provide such information to the extent provided for by the law at the request of the Customer.

4.3. The Agent shall 1 (one) day before the departure date, from 15:00 to 22:00 Moscow time, send information and (or) documents (electronic ticket, itinerary receipt and (or) other document (information) necessary for transportation) to the Customer by e-mail. The Agent bears the said obligation provided that the documents or information us sent by the Carrier (Charterer) or other Service Provider as well as provided that the Reservation has not been canceled.

4.4. The Customer undertakes to receive and verify the specified information and (or) documents.

If the Customer refuses the flight for any reason, the Agent is considered to have fulfilled its obligations, and the Customer is considered to have received the goods or service upon booking and paying for air tickets for the Customer to the Service Provider. The Agent is not responsible for the

Carrier's or other Service Provider's sending documents or information to the Customer.

5. OBLIGATIONS OF THE CUSTOMER

5.1. Make timely payment and provide reliable and accurate information necessary for booking air tickets (passport details of all passengers).

5.2. Provide the Agent with accurate information on his email address and phone number to facilitate Agent's immediate communication with the Customer.

When booking, inform the Agent in writing about the circumstances preventing the carriage of the Customer including but not limited to:

- various kinds of diseases of the Customer and related to them
- medical contraindications.

5.3. The Customer shall independently determine if it is permissible to use air transport based on the following factors (circumstances):

- medical state of the Customer including prescriptions and recommendations for preventing the spread of the COVID-19 pandemic;
- past conflict situations with government agencies or carriers;
- restrictions on the Customer's right to travel outside the Russian Federation imposed by the Federal Bailiff Service or other competent authorities;

- Customer's foreign citizenship, established visa regime between the country of departure and the country of which the Customer is a citizen if not a citizen of the Russian Federation;

5.4. The Agent can request confirmation of a visa to enter a country where a mandatory visa regime is established.

5.5. If it is impossible to fulfill obligations due to the failure to provide the specified information, the services may be recognized as not rendered due to the fault of the Customer.

5.6. When booking, the Customer shall indicate the need to agree with the Carrier or with the Service Provider for the carriage of:

- Customer with a child under 2 years old;
- child who is not accompanied by an adult Customer and who will be transported under the supervision of the Carrier;
- seriously ill Customer;
- patient on a stretcher;
- hearing-deprived Customer without an accompanying person;
- visually impaired Customer, with a guide dog;
- unaccompanied Customer, deprived of sight and/or hearing, who will be transported under the supervision of the Carrier;
- Customer whose ability to move when using air transport is reduced and/or whose condition requires special attention during maintenance (hereinafter referred to as a Customer with reduced mobility);
- Customer who has weapons and/or ammunition;

- baggage exceeding the free baggage allowance established by the Carrier (hereinafter referred to as Excess baggage);
- baggage, the dimensions of one piece of which, when packed, exceed two hundred and three centimeters in the sum of the three dimensions (hereinafter referred to as oversized baggage);
- baggage, the weight of one piece of which exceeds thirty-two kilograms (hereinafter - heavy baggage);
- baggage that must be carried only in the cabin of the aircraft;
- currency in banknotes or coins, stocks, bonds and other securities, credit and bank cards, jewelry, precious metals, precious or semi-precious stones, including industrial diamonds (hereinafter referred to as valuable cargo);
- cargo with declared value;
- objects and substances that are subject to deterioration after a certain storage period or under the adverse effects of temperature, humidity or other environmental conditions (hereinafter referred to as perishable cargo);
- objects or substances that are capable of posing a threat to health, safety, property or the environment and which are listed in the list of dangerous goods or classified as dangerous goods in accordance with international treaties of the Russian Federation and the legislation of the Russian Federation (hereinafter referred to as dangerous goods);
- cargo, the weight of one piece of which exceeds eighty kilograms (hereinafter referred to as heavy cargo);

- cargo, the dimensions of one piece of which exceed the overall dimensions of loading hatches and/or cargo compartments of passenger aircraft (hereinafter referred to as oversized cargo);
- cargo, the weight of one cubic meter of which is less than one hundred and sixty-seven kilograms (hereinafter referred to as bulk cargo);
- dogs, cats, birds and other small indoor (tamed) animals (hereinafter - run-of-the-house animals (birds));
- animals, birds, insects, fish, etc. (hereinafter referred to as living things);
- cargo requiring special conditions of transportation;
- human remains and animal remains.

It is understood that for the approval (request) of the possibility of transportation by the Service Provider, the Customer is charged an additional fee ranging from 2,900 to 5,500 Rubles depending on the terms and conditions of the specific Service Provider.

5.7. Independently and in a timely manner (including the day before departure), check with the Agent or Carrier the time and place of departure, the departure airport, and other essential data.

5.8. Before the start of carriage, accept the information and (or) air tickets sent by the Carrier (Service Provider, Principal, Tour operator) and forwarded by the Agent. The Customer shall inspect the air tickets received and notify the Agent in writing without delay on any deficiencies found in the air tickets.

In the absence of a respective notification, the tickets are considered accepted by the Customer.

5.9. The Agent is not responsible for the operation of communication channels, the obligation to clarify the timing of receipt of air tickets lies with the Customer.

5.10. If the Customer refuses to accept tickets, the Agent's obligations are considered fulfilled, and the goods or services are received by the Customer.

5.11. Arrive at the airport on time (no later than 2.5 hours before departure).

5.12. Have all the documents necessary for the flight on hand, including an identity document, for the minor to travel abroad – the consent of his legal representatives, visa (if necessary) and other documents, the presence of which is prescribed by the legislation of the Russian Federation and the country of destination, the rules of the Carrier or Service Provider. If an Agent or a Tour Operator request information on the presence or absence of a visa for a Passenger, a return ticket when issuing a one-way ticket, an air ticket for which the Passenger arrived in the country of departure when issuing a return ticket, immediately provide copies of these documents.

5.13. Abide by the rules for the carriage of Passengers established by the agreement with the Carrier (including the rules reflected in the ticket), as well as transport charters, codes and relevant by-laws.

5.14. Abide by the personal safety rules.

5.15. Comply with the legislation of the Russian Federation, international treaties of the Russian Federation and the legislation of the country to, from or through the territory of which Passengers, baggage and cargo are transported, concerning the carriage of Passengers, baggage and cargo, compliance with flight safety requirements, aviation security as well as requirements related to border, customs, immigration, sanitary quarantine, veterinary, phytosanitary and other types of control in accordance with the legislation of the Russian Federation.

5.16. To acquaint all passengers with the contents of this Contract and with all the information provided by the Agent to the Customer, to ensure that they fulfill all the obligations of the Customer under the Contract.

5.17. The Customer warrants that he has the authority to carry out the transaction in the interests of other persons.

6. LIABILITY OF THE PARTIES

6.1 The Agent is not liable for the correct registration of e-ticket forms and itinerary receipts by the Carrier (Service Provider, Principal, Tour Operator).

6.2 The Agent is not liable for:

- changes in the flight program;
- flight cancellation;
- change of the air carrier;
- change of the flight date and time of departure;

- change of departure/arrival airport, aircraft type and related changes in the Customer's travel program.

6.3 The Customer is warned, aware and agrees that he is purchasing tickets for a non-refundable flight.

6.4 The time of the flight, the airport of departure and arrival, the carrier may be changed, and the flight may be canceled. The Customer shall check the tickets upon receipt. The departure time, airport, flight and carrier specified at the time of booking are not substantia of the subject matter of the contract.

The Agent is in a position to book segments of a single Reservation either from one or from different Service Providers (tour operators, carriers, aircraft charterers). In case of cancellation by the service provider of one segment, the second segment booked with another service provider will not be canceled and the money for it will not be refunded.

6.5 The Agent is not liable for the safety and delivery of the Customer's baggage.

6.6 The Agent is not liable for Losses incurred by the Customer following the removal of the latter from the flight and/or refusal of exit/entry permission by customs, border, sanitary, migration and other authorized services as well as due to other actions / inaction and / or decisions of official bodies or authorities of the Russian Federation or foreign countries.

6.7 The Agent is not liable for Losses incurred by the Customer in connection with the following:

- late arrival at the airport (for check-in);

- Customer's violation of the current legislation of the Russian Federation and the host country, including customs, border, sanitary and quarantine rules;
- being in a state of alcoholic or narcotic intoxication and the resulting inability to use carriage services;
- refusal or late issuance of entry visas by consular offices of foreign states on any grounds, including through the fault of the consular institution, non-compliance of the general civil passport with the requirements of immigration, customs and border control services;
- absence, loss or invalidity of a foreign passport;
- absence (presence of incorrectly issued) of a foreign passport of minor citizen of the Russian Federation traveling abroad unaccompanied by one of the parents, adoptive parents, guardians or trustees, or absence (presence of incorrectly issued) notarized consent of the above-mentioned persons for the departure of a person under the age of eighteen, indicating the date of departure and the state (s)he intends to visit;
- restriction of a tourist's departure abroad personally imposed in accordance with the legislation of the Russian Federation.
- failure to provide and/or incorrect presentation by the Customer of the information necessary for booking carriage.

If the information necessary for the carriage and submitted by the Customer proves to be incorrect, the decision on the possibility of correcting the passenger's personal data and other information in the Reservation is made by the Service Provider individually in each particular

case, and an additional fee may be charged for changing the specified information in accordance with the terms of the Service Provider.

6.8 The Agent is not liable for the actions / failures to act and decisions of carriers, Service Providers, charterers, tour operators, the latter's performance of their obligations under the contract of carriage. Disputes arising out of or in connection with the contract of carriage, including those arising from the repudiation of the contract of carriage, are resolved directly between the carrier and the passenger. The Agent is not liable for the termination of activity (including actual one) by Carriers, Service Providers, Principals, tour operators.

6.9 The Agent is not liable for the Customer's requirements related directly to air Carriage and its deficiencies. Such requirements are submitted directly to the company that provided air carriage services. Claims related to actions (failures to act) of Carriers, Service Providers, Principals, tour operators, are served by the Customer to the specified persons. The Agent is entitled (but is not obliged) to provide the Customer with the necessary organizational assistance.

6.10 The Parties are released from liability for partial or complete non-fulfillment of the obligations assumed hereunder, if this non-fulfillment resulted from the force majeure circumstances that arose after the conclusion of this Contract. Refunds can be made solely on behalf of and at the expense of Service Providers.

6.11 The Customer shall pay any costs and losses of the Agent related to the Customer's violation of the requirements for the presence or registration of the Customer's exit and entry documents including but not limited to:

- expenses of the Agent to pay the bills of Service Providers for the deportation of the Customer or the expulsion of the Customer from the country or the refusal of the Customer to enter the country due to the Customer's lack of necessary documents or their incorrect registration, or the absence of visas, marks, stamps, seals in the documents;

- expenses of the Agent to pay the bills of Service Providers for delayed departure or unscheduled termination of carriage, for paying fines for violation of the rules of carriage by the Customer or for violation by the Customer of any other rules, laws or requirements.

6.12 If the actions of the Customer or Passenger have caused damage to the Agent or third parties (including but not limited to the above – in case of deportation of the Customer or Passenger, or refusal of entry to the Customer or Passenger, or in connection with any illegal actions (behavior) of the Customer or Passenger), the Customer shall compensate the losses within the period specified by the Agent.

6.13 The Agent is not liable for the combination of regular and charter flights by the Customer. The Customer is informed that in some countries there is a ban on combining regular and charter flights, and therefore passengers may not be allowed to fly with purchased tickets. The Agent does not provide the Customer with advice on the possibility of making a flight by charter flights – the decision to book a charter ticket is made by the Customer independently – the Agent's powers do not include checking the possibility of the Customer to use the tickets purchased by the Customer and are limited only to providing the Customer with assistance in booking tickets that were independently selected by the Customer.

7. SPECIAL PROVISIONS

7.1 The Customer has been warned and made aware that the funds received from him, minus the cost of booking services, are paid to the aircraft charterer, his agent or other Service Provider. The Customer is informed that the ticket is non-refundable. Besides, in case of repudiation of the Contract, the Customer shall compensate the Agent for the costs of fulfilling the Contract.

7.2 Cancellation, as well as change of data on the part of the Customer, including change of passenger data, is accepted by e-mail to help@clickavia.ru or at the written request of the Customer at the Agent's office. The Agent is entitled (but is not obliged) to request the Customer to send cancellation letter with the signature of the Customer and (or) to request the original of the cancellation letter with the signature of the Customer.

7.3 The Customer is warned and understands that in the event of purchasing an air ticket from a foreign air carrier, legal relationships with such a carrier may not be covered by the legislation of the Russian Federation.

7.4 The Customer has been warned and made aware that the Agent is not a carrier, in connection with which the consequences of refusal to perform the contract may be regulated by the provisions of the legislation on withholding costs for the performance of the contract (in this case, the amount of expenses may reach the full cost of air tickets), and the provisions of the Air Code of the Russian Federation providing for the return by the carrier of the full or partial cost of air tickets may not apply.

7.5 The Agent acts in the name and on behalf of the Principal - Service Provider (aircraft charterer or his agent) and at the expense of the Principal (aircraft charterer or his agent). The amount of the Agent's liability cannot exceed the amount of its agency fees in any case. Refunds in cases provided for by law are made on behalf and at the expense of the Principal (the charterer of the aircraft or his agent, another Service Provider). The Agent is not liable for the refund at his own expense.

7.6 The Agent is not liable for the termination of the activities of the Service Providers and (or) their failure to fulfill their obligations. In this case, the Agent is entitled (but is not obliged) to refund his fees, and the Customer is obliged to submit claims to the Service Provider directly.

7.7 The Agent has the right to refuse to execute a Reservation received from the Customer (including confirmed one) in case of absence of seats on the flight, refusal of the Service Provider to accept the Reservation (including confirmed one) as well as in case of the Customer's violation of the payment procedure established by this Contract, failure to provide essential information necessary for booking carriage or violation of other obligations established by this Contract.

8. TERM AND MODIFICATION OF THE OFFER

8.1 The Offer becomes effective upon publication on the Agent's website at clickavia.ru/documents/agreement.pdf and it is valid until the Agent withdraws the Offer.

8.2 The Agent reserves the right to amend the terms of the Offer and/or withdraw the Offer at any time at its discretion. If the Agent makes

changes to the Offer, such changes become effective upon publication on the Website, unless another date for the changes to take effect is specifically determined when they are published.

9. TERM, MODIFICATION AND TERMINATION OF THE CONTRACT

9.1 This Contract becomes effective upon Acceptance of the Offer and is valid until the Agent fulfills its obligations on booking and transferring the Customer's funds from the Reservation Account in favor of the Service Provider, or until the termination of the Contract.

9.2 This Contract may be terminated by mutual consent of the Parties or on other grounds provided for by the current legislation of the Russian Federation.

10. MISCELLANEOUS

10.1 In case of disagreement arising out of or in connection with the Contract between the Agent and the Customer the parties will make every effort to resolve the conflict situation through negotiations.

10.2 In case of failure to reach an agreement through negotiations, the Parties send claims to each other. The claim procedure is considered to be observed if the Party that sent the claim has not received a response within 10 (ten) days from the date of delivery to the other party or the Parties have not reached an agreement within 10 (ten) days from the date of delivery of the first claim.

10.3 In case of failure to reach an agreement during the claim procedure, the dispute is referred to the court. The venue for the

consideration of the dispute in court is determined by the location of the Agent.

10.4 The Agent does not assume any conditions and liabilities with respect to the subject matter of the Offer (Reservation) that are not specified in the Offer. Exceptions can be the cases when such conditions or obligations are made in writing and signed by the Agent and the Customer.

10.5 Consequences of finding the offer void. If any of the terms and conditions of the Offer are recognized by the court as invalid or void, this fact does not affect the validity of the Contract.

10.6 By filling out and submitting the Reservation, the Customer confirms receipt of the following information:

- the Agent, its company name, working hours, address (location);
- the price of the Contract in Rubles;
- the route of carriage, the date of arrival and departure, the level of service on board the aircraft;
- the need for the Customer to keep the ticket (unused coupons) during the entire carriage;
- that the absence, irregularity or loss of the travel ticket does not affect the presence or the validity of the chartering contract;
- that the Carrier or Service Provider has the right to cancel, delay the flight specified in the ticket, replace the type of aircraft, replace the carrier, change the route of carriage if flight safety and/or aviation security conditions so require, as well as at the request of the competent state authorities;

- that the Passenger is allowed to be transported in the presence of an air ticket issued properly, about the rules of carriage established by the carrier;

- that the check-in of the Passenger and baggage is carried out on the basis of an air ticket and an identity document of the Passenger, as well as other documents stipulated by the legislation of the Russian Federation;

- that during international transportation, the Passenger must have exit, entry and other documents issued in accordance with the established procedure, required in accordance with the legislation of the country to the territory, from the territory or through the territory of which the carriage will be carried out, on the requirements for these documents;

- that the Passenger must arrive at the boarding gate to the aircraft no later than the ending time of boarding the flight specified in the boarding pass;

- that a Passenger who is late by the time of the end of check-in of Passengers and baggage or boarding an aircraft may be denied carriage on this flight. The baggage of a registered Passenger who did not show up for boarding the aircraft is subject to removal from the aircraft and mandatory inspection;

- that a fee is charged for the carriage of baggage in excess of the established free baggage allowance for other baggage subject to payment at the rate set by the Carrier. Payment for the carriage of such baggage is made out with a receipt for payment of excess baggage or an order of various fees;

- that food and hot drinks may not be provided to Passengers of aircraft if the specified condition is established by the rules of the Carrier and the Passenger is informed about the conditions of service on board the aircraft; the Customer agrees to book and pay for air tickets other than those specified in the Customer's Reservation but not significantly different in their consumer properties from the tickets originally booked by the Customer;

- about the consequences of the cancellation of the air carriage contract, about the possible amount of deductions for a specific category of air tickets booked for the Customer;

- that using the ticket by a person not specified in the ticket is not allowed.

10.7 If the air ticket is presented by a person not specified in the air ticket, the air ticket is withdrawn by the Carrier and its cost is not refunded to the bearer. In this case, the Carrier draws up an act indicating the reasons for the withdrawal of the ticket.

10.8 Other information can be provided to the Customer upon his request verbally or (at the discretion of the Agent) in writing.

10.9 By sending the Reservation, the Customer, as well as other persons specified in the Reservation, express their written consent to the processing of personal data including:

- surname, first name, patronymic, date of birth, gender;
- series, passport number, persons entered in the passport, other passport data; home or mobile phone, e-mail address;

- the medical state, any other data that the Customer provided at the conclusion or during the execution of the contract.

10.10 The Customer shall obtain and warrant that he has the authority to submit the personal data of the participants of the trip specified in the Contract and its annexes.

10.11 Upon conclusion of the Contract, the Customer confirmed his authority to submit the specified personal data. The Customer shall reimburse any expenses related to the Customer's lack of appropriate authority, including losses related to the sanctions of the inspection bodies.

10.12 The processing of personal data is carried out by the Agent and (or) Service Providers and Carriers aimed at fulfilling the Contract (including, depending on the contractual conditions – for the purpose of processing travel documents, resolving claims issues when they arise, sending information to the authorised state bodies (including at the request of courts and internal affairs bodies)).

The processing of personal data includes the collection, systematization, accumulation, storage, clarification (updating, modification), use, dissemination, depersonalization, blocking, destruction of personal data.

10.13 The Customer is informed that his personal data can be processed by both automated and non-automated processing methods. The Customer agrees that the Agent has the right to entrust the processing of the Customer's personal data to another person.

10.14 The consent on personal data is terminated on the basis of a written request of the Customer. All personal data provided to the Contractor are available to persons who provide services to the Customer under this Contract, confidentiality when using them is maintained in full compliance with the current legislation of the Russian Federation and the "Personal Data Processing Policy clickavia.ru/documents/personal_data.pdf

10.15 The Customer agrees to the processing of personal data until the Agent receives a withdrawal of consent to the processing of personal data. The rights of the subject of personal data have been explained and are understood by the Customer. The addresses and passport details of the Customer and the participants of the trip are specified in the contract and annexes hereto.

10.16 The Customer agrees to the cross-border transfer of personal data by the operator across the state border of the Russian Federation to the authority of a foreign state, an individual or a legal entity of a foreign state.

10.17 This consent is valid for an indefinite period. The consent is terminated based on a written request signed by the Customer and handed over or sent by registered mail with a notification of delivery to the Agent and Service Providers. The Customer agrees to the processing of personal data until the Customer hands over a withdrawal of consent to the processing of personal data. The rights of the subject of personal data have been explained and are understood by the Customer. The details of the Customer and the participants of the trip are indicated in the Reservation.

11. FORCE MAJEURE

11.1 The Parties are released from liability for partial or complete non-fulfillment of obligations under the Contract, if this non-fulfillment came about due to the force majeure circumstances that arose after the conclusion of the Contract because of circumstances of an extraordinary nature that the Parties could neither foresee nor prevent.

11.2 Upon the onset of the circumstances specified in clause 11.1 hereof, each Party shall immediately notify the other Party in writing respectively.

11.3 The notification must contain data on the nature of the circumstances, as well as official documents certifying the presence of these circumstances and, if possible, giving an assessment of their impact on the ability of the Party to fulfill its obligations under the Contract.

11.4 On the onset of the circumstances provided for in clause 11.1 hereof, the deadline for the fulfillment of the obligations by the Party hereunder is postponed in proportion to the time during which these circumstances and their consequences persist.

11.5 If the circumstances listed in clause 11.1 hereof and their consequences persist for more than 2 (Two) months, the Parties shall conduct additional negotiations to identify acceptable alternative ways of fulfilling the Contract.

11.6 In case of breach of the terms and conditions of the Agreement, the breaching Party shall, at the request of the other Party, compensate her for the losses caused by such breach, proved and recovered in accordance with the procedure established by the current legislation of the Russian Federation.

11.7 Force majeure circumstances include fires, floods, earthquakes, other natural disasters; acts of terrorism, wars, other harmful actions of third parties that are of a significant harmful nature, and which the Parties could not reasonably foresee when concluding the Contract.

Force majeure circumstances also include epidemics, pandemics, other mass diseases, if they make it impossible for the parties to fulfill their obligations; actions of the government, authorities, other actions of state bodies and local self-government bodies, if they make it impossible for the parties to fulfill their obligations.

12. FINAL PROVISIONS

12.1. All annexes and supplements to the Contract are an integral part hereof.

12.2. Before booking and paying under the Contract, the Customer has familiarized with the information provided by the Agent in accordance with clause 4.2. of the Contract as well as with information:

- on the requirements imposed by the embassy (consulate) of the country of temporary residence for visa processing and the validity period of foreign passports, the procedure and timing of visa processing by consulates of foreign states;

- that the Contractor is not responsible for possible inaccuracies made in the brochures which were made without his involvement;
- on the terms of the contract of carriage, on the conditions of return and exchange of tickets;
- on the conditionality of the classification of accommodation facilities and particulars of accommodation facilities in the country of temporary residence;
- on the requirements imposed by the authorized bodies for entry and exit documents including the requirement for a child at any age to have his own foreign passport;
- on the requirement to purchase medical insurance and on the terms of insurance;
- on the terms of the insurance contract, regarding what events are and what are not insured events, about the territory of the insurance contract.

12.3. The Customer has been warned and agrees that in exceptional cases it is possible to replace the flight (including the replacement of the carrier, aircraft type) with similar services without charging any additional payment from the Customer. In the case of such a replacement, the rights and obligations under the Contract arise for the Customer and the new Carrier. The Agent under this Contract only provides the Customer with information about the availability of air tickets and convenient way to book an air flight on the website (service) of the Carrier/Principal.