

AGREEMENT

Movakate SIA registration no. 50203785951, legal address Rīga, Rūpniecības iela 20 - 13, LV-1010, hereinafter - the Tour Operator, on the one hand, and _____, passport number _____, hereinafter - Touris, on the other hand, hereinafter each individually - a Party, and both together - the Parties, without error, fraud and pressure, taking into account the laws and regulations of the Eorpean Union, hereinafter referred to as the EU , incl. June 26, 2018 Cabinet of Ministers Regulation No. 380 "Regulations on the procedure for the preparation and provision of complex and related tourism services and the rights and obligations of complex and related tourism service providers and travelers", hereinafter - the Cabinet of Ministers Regulation No. 380, concludes the following content tourism service provision agreement, hereinafter referred to as the agreement:

1. SUBJECT OF THE AGREEMENT

1. By concluding this contract, the Tourist buys, and the Tour Operator (if applicable - Tourism Agency) sells to the Tourist the complete tourism service organized by the Tourism Operator (hereinafter referred to as the trip).
2. Before concluding the contract, the tourist is provided with information an electronic notification, which indicates the main characteristics of the trip, as well as other information about the trip not included in the contract (hereinafter - the travel program). The travel program is an integral part of the contract.
3. The travel program detailes are:

TRAVELLERS

_____, date of birth _____ passport _____

HOTEL

Check in: _____ Check out: _____

Room type: _____, boarding: _____

FLIGHTS

Outbound:

_____ - _____

Scheduled Departure: _____

Scheduled Arrival: _____

Return:

_____ - _____

Scheduled Departure: _____

Scheduled Arrival: _____

TRANSFER

_____ transfer for _____

_____ - _____

_____ - _____

FULL TOUR PRICE: € _____

4. If the Tourist is a group or a family within the meaning of the contract, then the person who signs the contract is responsible for informing all other tourists about the terms of the contract, and for observing and fulfilling them, as well as the Tourist provides the other tourists with all the information that the Tour Operator provides to the Tourist after concluding the contract.
5. The trip is organized and sold by Tour Operator Operator Movakate SIA registration no. 50203785951, legal address: Rīga, Rūpniecības iela 20 - 13, LV-1010, website www.goturkeynow.com, e-mail: support@movakate.lv

2. SETTLEMENT PROCEDURE

1. The tourist is obliged to make the payments specified in the contract to one of the following bank accounts of the Tourism Operator: SEB banka, LV76UNLA0050024284112
2. The tourist is obliged to comply with the amounts of payments specified in the contract and not to make the amounts of payments inconsistent with the contract or to pay the remaining part at a time that is not specified in the contract. Any overpaid amount, taking into account the amount of payments specified in the contract, is immediately refunded to the Tourist without unreasonable delay.
3. If the payment is made by bank transfer, the bank fee for the bank transfer is covered by the Tourist. The day of receipt of payment is considered the day when the payment has been received in the current account of the Tourist Operator's bank.

3. OBLIGATIONS OF THE PARTIES

1. The Tour Operator undertakes:
 1. Organize a trip for the Tourist/s in accordance with the relevant travel program. Tourist advice can be found on the website <https://goturkeynow.com> and other materials describing the trip. After the conclusion of the contract, all the latest and current information about the relevant trip and changes in its program is published on the website of the Tour Operator <https://goturkeynow.com>, taking into account the terms of the contract.
 2. Before signing the contract, provide the Tourist with information about the trip in accordance with EU regulatory acts (all information or

directions to the official websites where relevant information is available are published on the Tour Operator's website <https://goturkeynow.com>) :

1. health, life and other types of insurance, in particular to inform the Tourist that, when going on a trip, it is not mandatory, but it is recommended to purchase medical expenses insurance for the duration of the trip, travel insurance, accident and other insurance;
 2. place of departure and return, date, time, stops, countries, etc.;
 3. Travel destinations, route, length of stay (indicating dates);
 4. The language(s) in which the services included in the trip will be provided;
 5. information on whether the trip is suitable for minors, persons with limited mobility;
 6. The total price of the trip, incl. taxes, currency and additional payments, or if it is not possible to calculate it before signing the contract, indicate what kind of additional costs the Tourist might have to cover;
 7. medical formalities (including the spread of Covid-19, etc.) related to travel and stay in the country in question,
 8. general information about visa and passport requirements in the country of travel, incl. the approximate duration of the visa issuance process.
 9. information about the contacts of the Tour Operator's representative, tour guide, contact center or other service, which gives the Tourist the opportunity to quickly contact the Tour Operator, gives the opportunity to ask for help, if the Tourist encountered difficulties, or to submit a claim for improper performance of the contract or non-performance of the contract. If the Tour Operator does not have such representatives, it is recommended to specify a telephone number that the Tourist can call in an unexpected situation, or provide information that would help the Tourist to contact the Tour Operator.
3. The personal data provided by the tourist/s shall be used only for the preparation of documents related to the trip and for ordering related services.
 4. Without undue delay, provide the necessary assistance to the Tourist/s during the trip or in circumstances of force majeure:
 1. Provide information on services related to the field of health surveillance, local authorities and consular assistance institutions;
 2. Help the Tourist/s to use the means of remote communication;
 3. Help find alternative travel services.

5. When the Tour Operator is obliged to refund all or part of the payments made by the Tourist to the Tourist, the Tour Operator is obliged to refund the money without unreasonable delay, but no later than within 30 days from the date of termination of the contract, except in cases where a different refund period is specified in the laws and regulations of EU or order. The Tourist and the Tour Operator have the right to agree on another type of compensation in case of non-event trips.

2. The tourist undertakes:

1. Submit all necessary documents and true, accurate and up-to-date information about yourself and the other tourists in a timely manner, which the Tour Operator needs to fulfill this contract and arrange the trip.
2. Familiarize yourself with available information related to travel, the Tourist and the trip chosen by the Tourist and other relevant information, the Tourism Operator's website <https://goturkeynow.com>, websites of EU institutions, in particular on the [EEAS.EUROPA.EU](https://eeas.europa.eu)
3. To comply with the requirements set out in the regulatory acts on the procedure for crossing the border of a person.
4. Comply with the rules of public order in the countries with which the trip is connected.
5. Pay for the trip in the amount and in the order specified in the contract.
6. Ensure that the Tourist/s have personal identification documents valid for travel and have received visas (if necessary).
7. One day before, specify the departure time on the website of the Tourism Operator <https://goturkeynow.com> and on the website of the relevant airport. The departure time indicated in the contract and travel documents is provisional and may change until the actual departure day. Neither the Tour Operator nor the airline operating the relevant flight guarantees this time and the Tour Operator is not responsible if the departure time is changed.
8. Arrive at the starting point of the journey at the specified time, incl. in other places specified in the contract, to follow the instructions of the Tour Operator regarding the journey or its individual stages, to follow the rules of public order, the rules of international passenger transportation, the luggage transportation procedure, as well as the requirements regarding the quantity and number of imported items and the imported items. To comply with the regulations, requirements and ethical norms of the relevant country, as well as to act in accordance with public order.
9. Follow the instructions of the border and customs services. A tourist who has not arrived at the intermediate point of departure on time must return to the starting point of the trip at his own expense or go to the next intermediate stop on the travel route.
10. When traveling with a child(ren), comply with the procedures and requirements set forth in EU and international regulatory acts

regarding the child's temporary departure to foreign countries that are not part of the Schengen area. The countries in which the child enters, including transit countries, have the right to set their own requirements for the entry of minor foreigners. Such additional requirements may be established if border control at internal borders has been renewed in other EU or Schengen countries, as well as in other cases. Passenger carriers, for example, the airline with which the child is traveling, are also entitled to set their own requirements. Therefore, parents should check before traveling whether the country to which or through which the child will travel or the relevant passenger carrier has not set additional requirements in relation to the child's travel.

11. Indemnify the damages caused during the trip (damaged hotel equipment, vehicles and others). If the damage was caused by a minor, all damages shall be compensated by the person who is responsible for this minor. If the Tourist takes responsibility for the fault and agrees to compensate for the damage, it must be done immediately at the relevant place of the event. In cases where the Tourist does not take responsibility for the fault, the Tourism Operator has the right to recover losses in accordance with the procedures specified in the laws and regulations of the EU.

4. TERMINATION OF THE AGREEMENT, WITHDRAWAL OF THE AGREEMENT

1. The tourist has the right to cancel the contract at any time before the start of the trip. If the Tourist represents other participants, the Tourist acts for them and on their behalf, takes full responsibility for the actions taken in relation to such participants.
2. The Tourist is obliged to submit a notice of cancellation in writing, in a clear and comprehensible manner, to the legal address of the Tourism Operator: Rīga, Rūpniecības iela 20 - 13, LV-1010 or to the e-mail address support@movakate.lv. Notice must be signed or with a secure electronic signature if sent to an email address.
3. Parties agree that if Tourist voluntary breaks/terminates the contract or refuses to use the service, the refund of payment is the subject of the rules of the Flight Carrier stated in the CONFIRMATION document received by the Tourist. Tourist Operator can not influence or interact with the Flight Carrier police, rules and conditions.
4. If the Tourist voluntarily breaks/terminates the contract or refuses to use the service, Tourist operator should consider refund of payment for the hotel which is calculated as full trip price excluding flights price. The parties agree that the termination fee depends on the remaining time until the start of the trip
 1. For a trip with a charter flight: Confirmed notice of termination Contract termination fee of the contract as a % of the trip price before the start of the trip excluding the flights price More than 30 days 0% 29 - 8 days 50% 7 days or less 100%
5. Cancellation conditions, which differ from the standard conditions of contract termination fee mentioned in this paragraph, are added on the Operator's website <https://goturkeynow.com>.
6. The tourist has the right to cancel the contract and not pay the contract

termination fee in the following cases:

1. If the Tour Operator makes changes to the terms of the contract before the start of the trip and the Tourist does not agree to the changes to the terms of the contract proposed by the Tour Operator within a reasonable period specified by the Tour Operator, when:
 1. Before the start of the trip, the Tour Operator is forced to significantly change any of the basic services and/or features of the trip;
 2. The Tour Operator cannot fulfill the special requirements of the Tourist specified in the contract;
 3. The Tour Operator proposes to increase the cost of the trip, but the reason is not related to the increase in transportation costs (including fuel costs), taxes applicable to travel services or changes in exchange rates.
2. if, due to deficiencies indicated by the Tourist, the implementation of the contract cannot be continued and the Tour Operator does not remedy the deficiencies within a reasonable period of time. In the cases provided for in LV regulatory acts, the Tourist may request a reduction in travel costs or compensation for losses;
3. if circumstances of force majeure appear at the destination of the trip or very close to it, due to which the implementation of the trip or the delivery of the Tourist/s to the destination of the trip becomes impossible. In this case, the Tourist has the right to demand that the money paid for the trip be returned to the Tourist, but is not entitled to additional damages.
7. Upon receiving information from the Tour Operator about the permissible changes in the trip specified in this contract, the Tourist is obliged to provide an answer as to whether the Tourist agrees to the proposed changes in the contract or wants to terminate the contract. The tourist's non-response will not be considered as consent to the proposed changes in the contract, and the Tour Operator is entitled to terminate the contract with the Tourist, taking into account the provisions of the contract regarding mutual settlements.

5. TOURISM OPERATOR'S RIGHTS TO TERMINATE THE AGREEMENT

1. The Tour Operator has the right to terminate the contract before the start of the trip, to refund the Tourist the entire amount of money paid for the trip and to compensate the Tourist for properly justified losses in writing.
2. In the event that the Tour Operator terminates the contract, the losses caused to the Tourist are not compensated in the following cases:
 1. The number of persons who have purchased a trip is less than the minimum number of tourists specified in clause 3.1.2 of the contract. in paragraph 3.1.2 of the contract, and the Tourist was informed about it. in accordance with the procedure specified in paragraph;
 2. The Tour Operator cannot fulfill the terms of the contract due to force majeure and immediately informs the Tourist about the termination of the contract before the start of the trip.

3. If the Tourist does not arrive at the airport and/or the departure point of the bus on the day of the start of the trip, as well as if the Tourist does not use the trip for reasons related to the Tourist himself, it will be considered that the Tourist renounces the contract for reasons beyond the control of the Tour Operator . In this case, the contract is considered terminated and the Tour Operator has the right to withhold travel expenses from the Tourist.
4. If the Tourist cannot arrive at the airport and/or the bus departure point before the start of the trip or cannot go on the trip for reasons beyond the control of the Tour Operator, the Tourist is obliged to immediately inform the Tour Operator that he will achieve the purpose of the trip with his own resources and finances, and will also participate in the trip according to the new conditions. In this case, the Tourist covers the cost of a new plane ticket and all other expenses related to the achievement of the purpose of the trip. The Tourist does not have the right to claim compensation from the Tour Operator for expenses related to the performance of the contract, including, but not limited to, the costs of plane tickets, transportation, insurance, accommodation, which the Tourist did not use due to his fault.

6. CHANGES IN TRAVEL COSTS

1. After concluding the contract, the Tour Operator has the right to increase the price of the trip, taking into account that the increase in the cost of the trip is possible only if it was directly affected by:
 1. Costs of tourist transportation, costs of fuel or other energy sources;
 2. Amounts of taxes or fees related to the services included in the contract (eg travel tax, airport taxes, etc.) applied by third parties not directly involved in the organization of the trip;
 3. Travel related currency exchange rate.
2. The Tour Operator, using a secure data medium, clearly and comprehensibly informs the Tourist about the price increase no later than 20 (twenty) days before the start of the trip, indicating the reasons for the price increase.
3. If the travel price increase exceeds 8% (eight percent) of the contracted travel costs, the Tourist has the right to cancel the contract or choose an alternative trip offered by the Tour Operator with travel services of equal or higher quality (if the Tour Operator can provide such). In this case, the Parties agree on the procedure by which the Tourist pays for higher quality travel services, covering the price difference. If the offered travel services are of lower quality than expected, the price difference is refunded to the Tourist.
4. After concluding the contract, the Tourist has the right to request the Tour Operator to reduce the travel costs in the following cases:
 1. due to improper performance of the contract, if the Tourist can properly substantiate and prove it in writing, taking into account that the Tour Operator has the right to prove that the contract was improperly performed due to the fault of the Tourist/s;
 2. if, due to the offered alternative services, the trip acquires a lower quality than specified in the contract, taking into account that the Parties agree in writing on the procedure by which the relevant price difference is refunded to the Tourist;

3. if the Tour Operator cannot offer alternative services for justified reasons or the Tourist does not accept them, taking into account that in such a case the Parties additionally agree in writing on the procedure and extent to which the relevant amount is adjusted.
 4. if, due to deficiencies indicated by the Tourist, the performance of the contract cannot be realized in the future and the Tour Operator does not remedy the deficiencies within a reasonable time.
 5. If the price reduction is related to 6.1 of the Agreement. for the reduction of costs referred to in sub-section, which takes place after the conclusion of the complex tourism service contract and before the start of the complex tourism service.
5. By reducing the cost of the trip, the Tour Operator has the right to deduct the actual administrative costs from the amount due to the Tourist. At the request of the Tourist, the Tour Operator is obliged to provide written justification for such administrative costs.

7. AMENDMENTS TO OTHER CONTRACT PROVISIONS

1. Before starting the trip, the Tour Operator has the right to unilaterally make amendments to other terms of the contract only if all the following conditions are met:
 1. The changes are not significant;
 2. The Tour Operator clearly and comprehensibly provided information about the changes to the Tourist in the form desired by the Tourist and using a reliable data carrier.
2. The Tourism Operator, without undue delay and using a reliable data medium, is obliged to provide the Tourist with information about:
 1. proposed contract changes;
 2. a reasonable deadline, within which the Tourist is obliged to inform the Tour Operator about his decision;
 3. consequences if the Tourist does not provide an answer to the Tour Operator within the specified period;
 4. alternative travel and its costs, if such travel is offered.
3. The tourist, of his choice, has the right within a reasonable period specified by the Tour Operator to agree to the proposed terms of the contract or to terminate the contract without paying the contract termination fee.
4. If the Tourist terminates the contract, the Tour Operator can offer the Tourist an equivalent trip or a higher quality trip. If the quality of the trip deteriorates or its value decreases due to amendments to the contract or selection of an alternative trip, the Tourist has the right to claim the difference from the reduced value.
5. If changes are made to the travel package, the travel costs are recalculated in accordance with the prices valid on the day of the change and in accordance with the Operator's rules for making changes. The recalculated trip price cannot be lower than the original price.

6. Changes to the trip can only be made if:

1. It is physically possible, i.e. other dates, hotels, flights, etc. are available. etc. and if the relevant reservation (destination) is subject to the terms of the Additional Service;
 2. If the Tourist has purchased the relevant additional service for making changes in accordance with the Operator's Additional Services regulations.
7. In case of making any changes, it is forbidden to change the total number of adult tourists and at least one tourist must remain unchanged, otherwise, if all tourists in the reservation are changed to other travelers, then the contract is automatically considered to be terminated at the initiative of the Tourists and the terms of termination of the contract are applied.

8. CHANGE OF CONTRACT PARTIES

1. The tourist has the right to change the contract once and transfer the relevant reservation to another person, taking into account the provisions of Chapter 7 of the contract and the provisions of Additional Services. The person transferring the contract and the transferee are jointly and severally liable for the payment of the remaining payment and for all additional fees, charges or other costs resulting from such transfer.
2. The Tour Operator informs the Tourist about all requirements and costs of transfer of the contract. The tourist must reimburse all costs before the start of the trip or later if the costs cannot be calculated before the start of the trip.
3. If the transfer of rights contradicts the terms of the service provider whose services are used by the Tour Operator, then it is not possible for the Tourist to make the relevant changes and the Operator will inform the Tourist about it.

9. LIABILITY OF THE PARTIES

1. The Tourism Operator, in accordance with the provisions of the MK No. 380, is responsible for the proper provision of all Tourism services included in the Agreement and the Tourist has the right to an appropriate price reduction in case of non-compliance.
2. The Tour Operator is responsible for any technical deficiencies in the travel ordering system that are due to his fault and attributable to the contract, as well as for any errors that occurred during the travel ordering process. Liability is not applicable if errors in the order are caused by the fault of the Tourist or are caused by force majeure.
3. The Tour Operator is obliged to provide the necessary assistance to the Tourist in difficulty without undue delay, in accordance with the laws and regulations of LV.
4. If the Tourist needs assistance due to reasons that have arisen due to the Tourist's deliberate actions or negligence, the Tour Operator has the right to charge a fee for providing such assistance, the amount of which may not exceed the actual costs incurred by the Tour Operator.
5. The Tourist, without undue delay, taking into account the circumstances of

- the situation, is obliged to inform the Tour Operator, using the contacts specified in the contract, about any non-compliance with the provisions of the Contract (case of improper performance or non-performance), which the Tourist found during the trip, and a reasonable deadline for the elimination of these deficiencies must be indicated. If, at the discretion of the Tour Operator, the deficiencies must be corrected immediately, the Tourist is not obliged to specify a deadline.
6. If the services specified in the contract are not provided in accordance with the terms of the contract, the Tour Operator is obliged to eliminate the defects specified and justified by the Tourist within the reasonable period specified by the Tourist, except if this is not possible or if it would cause disproportionate expenses, taking into account the extent of the defects and the value of the services specified in the contract, which provided inappropriately.
 7. If the Tourism Operator does not remedy the shortcomings that have arisen in Article 9.6 of the contract. due to the circumstances set forth in paragraph 1 and the Tourist is not to blame for the fact that the services specified in the contract are not provided or are provided incompletely, the Tourist has the right to demand that he be compensated for the direct losses thus caused without undue delay.
 8. If the Tour Operator does not remedy the deficiencies within the time indicated by the Tourist due to reasons not related to clause 9.6 of the contract. for the reasons specified in paragraph, the Tourist, by informing the Tour Operator, can do it himself and request the covering of the incurred costs.
 9. If the Tour Operator does not provide most of the services in accordance with the contract or the return of the Tourist to the place of departure is not provided in accordance with the contract, the Tour Operator is obliged to offer the Tourist adequate alternative services (without additional costs), the quality of which, if possible, is equivalent to that specified in the contract or higher so that the Tourist can continue the trip. If, due to the proposed alternatives, the trip becomes of a lower quality than specified in the contract, the Tour Operator accordingly reduces the trip price and compensates the Tourist for the overpaid difference.
 10. If the insufficient compliance of the alternative services with the services specified in the contract significantly affects the implementation of the trip, but the Tour Operator does not rectify the situation within the reasonable period specified by the Tourist, the Tourist has the right to terminate the contract without paying the contract termination fee and to apply for a reduction in the value of the trip costs and/or compensation for direct losses.
 11. If the alternative services offered to the Tourist are not comparable to the services specified in the contract or if the cost reduction is not sufficient, the Tourist has the right to refuse the offer and the Tourist has the right to demand compensation for direct losses in a reasonable amount without terminating the contract in order to prevent/reduce the costs of direct losses.
 12. In the cases of transportation services specified in this chapter of the contract, the Tour Operator shall, without additional payment, ensure the return of the Tourist to the starting point of the trip with an equivalent mode of transport or transport to another place to which the Tourist agrees,

as well as refund the money to the Tourist for the services not provided.

13. If the Tourist has not informed the other tourists about the terms of this contract, taking into account the contract 1.3. and any third party is harmed in any way, the full responsibility for the consequences in such a case shall be borne by the Tourist.
14. The tourist has the right to demand that he be compensated for material and non-material damages without undue delay in the following cases:
 1. if, in connection with the shortcomings indicated by the Tourist, the execution of the contract is not possible in the future and the Tourism Operator does not remedy the shortcomings within the reasonable period specified by the Tourist without a valid reason;
 2. if the Tour Operator cannot offer equivalent alternative services for justified reasons or the Tourist refuses them in accordance with clause 9.11 of the contract. Point;
 3. in other cases provided for in LV regulatory acts.
15. The Tour Operator is not responsible for improper performance of the contract and does not have to cover the losses to the Tourist if the Tour Operator believes that the contract is being performed improperly:
 1. Due to the fault of the Tourist (for example, but not limited to, the Tourist does not have the relevant and valid identity documents necessary for travel, the Tourist does not arrive at the place of departure on time, disrupts the course of the trip, does not comply with customs requirements, does not comply with the rules of public order, ignores generally accepted norms of behavior, deliberately contributes to the occurrence of losses) ;
 2. due to the fault of a third party, which is not related to the provision of services under the contract, so the loss could not have been foreseen and could not have been avoided;
 3. due to force majeure circumstances.
16. If damages, except damages caused due to the death of the Tourist, damages caused to his health, as well as intentional damages or damages caused due to gross negligence, which are caused to the Tourist during the provision of the service provided for in the contract, but this service was not provided by Tourism Operator itself, Tourism Operator's liability for this type of damage is limited to three times the cost of the trip, in accordance with Clause 120 of Regulation No. 380 of the LV MK.
17. The tourist's right to compensation or price reduction provided for in the terms of the contract and MK regulations no. 380, does not affect the rights of the Tourist provided for in the Regulation of the European Parliament and the Council of February 11, 2004 (EC) No. Regulation (EEC) No. 295/91, Regulation (EC) No. 23 of October 2007 of the European Parliament and the Council. 1371/2007 on the rights and obligations of railway passengers, Regulation (EC) No. 23 of April 2009 of the European Parliament and the Council. 392/2009 on the liability of passenger carriers in the event of accidents at sea, in Regulation (EU) No. 24 of November 2010 of the European Parliament and the Council. 1177/2010 on passenger rights when traveling by sea and inland waterways and amending Regulation (EC) No.

2006/2004, Regulation (EU) No. 16 of February 2011 of the European Parliament and the Council. 181/2011 on the rights of bus passengers and on amendments to Regulation (EC) No. 2006/2004, the 1974 Athens Convention concerning the Carriage of Passengers and their Luggage by Sea, the 1980 Convention on International Carriage by Rail (COTIF) or the 1999 Convention for the Unification of Certain Regulations for International Carriage by Air. The tourist has the right to submit claims in accordance with the rules, regulations and international conventions set forth in this clause of the contract.

18. Compensation for losses paid by the Tour Operator in accordance with the contract or reduction in value granted to the Tourist by the Tour Operator, as well as the reduction in value assigned in accordance with the European Union regulatory legislation and international conventions specified in the contract, is calculated for the Tourist one to one - to avoid double losses rewards.
19. The damage caused to the tourist shall be compensated in accordance with the procedures specified in the regulatory acts of LV.
20. In order for the compensation not to be excessive, the compensation or price reduction granted to the Tourist in accordance with the regulations and international conventions specified in this contract shall be deducted from the total calculated amount of compensation or price reduction.

10. FORCE MAJEURE

1. The parties are exempted from responsibility for partial or complete non-fulfillment of obligations, if it arose as a result of force majeure, which the respective Party, incl. Third parties under the control of the party could neither foresee, nor prevent, nor influence and for the occurrence of which it is not responsible, especially at the time of the conclusion of this contract, it was impossible to foresee and avoid.
2. The parties do not have the right to claim compensation for losses caused by force majeure.
3. Force majeure within the meaning of this Agreement is natural disasters, war, terrorism, outbreak of serious disease and other generally accepted circumstances that are objectively beyond the control of the Parties.
4. The burden of proving/notifying the cause of force majeure rests with the Party that invokes it. The Party, immediately after the occurrence of such circumstances, informs the other Party and takes all necessary measures to prevent losses to the Parties.
5. In cases of force majeure, the Parties act in accordance with this agreement, the requirements of EU regulatory acts, as well as the principles of good faith and fair business practices.
6. If, due to force majeure, it is not possible to ensure the return of the Tourist as stipulated in the contract, the Tour Operator shall cover the costs of the necessary accommodation and, if possible, ensure that the place of accommodation is for accommodation of an equivalent category for a period not exceeding three nights per tourist, except in cases where longer terms are provided for in accordance with the European Union and LV regulatory legislation, then the mentioned terms shall apply. Limitation of costs specified in the paragraph of this contract is not applied to a person

with limited mobility and a person accompanying him, a pregnant woman and an unaccompanied minor, as well as a person who needs special medical assistance, if the Tourism Operator has been notified of their special needs at least 48 (forty-eight) hours before the start of the journey.

11. PROTECTION OF PERSONAL DATA

1. The Tourist Operator is in charge of the Tourist's personal data, processes and stores them in accordance with the requirements of the laws of LV and the laws of the European Union in the field of physical personal data protection. The Tour Operator processes Personal data of the tourist to conclude and fulfill contracts, to provide services and to pay for the services provided, to submit and examine claims (claims) - within the 10-year term, taking into account the mandatory statutes of limitation set by the laws and regulations.
2. The tourist's personal data is processed only for the implementation of the terms of the contract and to the extent necessary for the performance of the contract. Upon receipt of the voluntary consent of the Tourist, personal data may also be processed for other purposes indicated in the consent.
3. The Tourism Operator, when processing the Tourist's data for the purpose of fulfilling the contract, involves certain data processors, which may also be established outside the borders of the European Economic Area (for example, Turkey, Egypt).
4. In order to ensure full performance of the contract, the Tour Operator has the right to transfer the Tourist's personal data to third parties who provide customer service, software maintenance, accounting and other services acting on behalf of the Tour Operator and/or on its instructions. The Tourism Operator confirms that the data transfer is carried out by applying all security measures in accordance with the relevant agreements with the data recipients and the relevant regulatory enactments. The specified data recipients may also be established beyond the borders of the European Economic Area (for example, Turkey, Egypt) and the Tourist is informed that less protection of personal data may apply to personal data outside the European Economic Area than in the countries of the European Economic Area.
5. The tourist as a data subject has all the rights, in accordance with the requirements of LV and European Union laws and regulations in the field of physical personal data protection, by contacting the Tourism Operator to obtain information about the processing of his data, to familiarize himself with his personal data processed by the Tourism Operator, to request correction of his personal data and supplement, request your data "back" or "transfer" your personal data to another organization, request data deletion ("right to be forgotten"), request to limit the processing of your personal data, if personal data is processed on the basis of consent - the right in any to withdraw your consent in time, the right to object to automated processing of personal data, incl. for profiling, and request a review of such decision.
6. If the Tourist believes that his rights related to personal data have been violated, the Tourist has the right to immediately contact the Tourism Operator by e-mail support@movakate.lv, by phone number +371 266 08 393 or at the address: Rīga, Rūpniecības iela 20 - 13, LV-1010. The tourist has the right to submit a complaint to the Data State Inspectorate, Elijas Street 17,

LV-1050, Riga, Latvia; Tel. +371 6722 3131; Fax: +371 6722 3556; e-mail: info@dvi.gov.lv; website: <http://www.dvi.gov.lv/>.

7. The Tour Operator must provide the Tourist's personal data to authorities or law enforcement agencies, the police or supervisory institutions, if required by law, or to ensure the rights of the Tour Operator, or the safety of the Tour Operator's customers, staff and property.
8. The Tour Operator shall process the Tourist's personal data for no longer than is required by the stated purposes of personal data processing or provided for by the applicable legal acts, if they specify a longer period of data storage.
9. The tourist is responsible for the correctness and accuracy of the personal data provided to the Tour Operator, as well as the data of other tourists, in accordance with the provisions of this Agreement. A tourist who provides, edits or otherwise processes data, incl. own personal data and/or personal data of other tourists, ensures that the Tourist has the right to process data in this way and undertakes full responsibility for losses that may occur to the Tour Operator and/or third parties in connection with illegal processing of this type of data.
10. More detailed information on the processing of personal data and related rights is publicly available on the Tourism Operator's website <https://goturkeynow.com>. In the privacy policy.

12. INSURANCE AND MEDICAL MATTERS

1. The Tourism Operator maintains a valid insurance contract with the Insurance Shares Company in accordance with the procedures specified in the Regulations of the Cabinet of Ministers No. XXX, which serves as a guarantee for the repayment of the payments made by the Tourists, to the extent that the Tourism Operator is unable to fully or partially fulfill its obligations and provide the relevant services in case of insolvency of the Tour Operator.
2. The Tourist undertakes to take out life and health insurance for himself and other tourists covered by this contract, including the provision of emergency assistance to the Tourist in the event of an accident, as well as expenses related to the repatriation of the Tourist during the provision of the tourist service. The tourist and/or the beneficiaries have the opportunity to take out insurance for the risks of diseases and/or infections (including the coronavirus infection COVID-19 and others). In the event that the Tourist refuses to take out insurance, he assumes full responsibility for the consequences that may arise due to failure to take out insurance.
3. Information about the necessary vaccinations when going on the purchased trip can be obtained from the website of the World Health Organization (www.who.int), In the vaccination center (www.vakcinacijascents.lv) and other competent medical institutions, the Tour Operator does not assume responsibility if the Tourist has not been properly vaccinated or otherwise medically insured while traveling.
4. The Tour Operator is not responsible for any kind of damage to the Tourist and/or the beneficiary in connection with any disease and/or any infection (including coronavirus infection COVID-19 and others) and/or treatment and/or rehabilitation in connection with the aforementioned diseases and infections.

5. The tourist is obliged to independently assess the need for insurance, its scope and the appropriateness of the relevant insurance service provider, including, but not limited to, which institutions the insurance service provider cooperates with in the travel destination country, and the Tourism Operator is not responsible in this regard.
6. The Tour Operator is not responsible for any kind of damage to the Tourist and/or the beneficiary, if the respective damage has occurred as a result of the activity/inaction of the Tourist and/or the beneficiary and the Tour Operator is not to blame for it.

13. CLAIMS AND PROCEDURE FOR THEIR EXAMINATION

1. The Tourist is obliged to submit claims, complaints or objections that the Tourist has during the trip regarding improper execution or non-execution of the contract, without undue delay, immediately and in writing or using a reliable data medium, to the tour leader specified in the contract, the local representative of the Tour Operator, contact center or other service, but if there are none - to the Tourism Operator.
2. If the contract is concluded through an agent (agency) binding on the Tour Operator, the Tourist may submit notices, petitions or claims directly to the Tour Operator's agent, who will send the notices/claims to the Tour Operator without undue delay. If the agent of the Tour Operator has received the Tourist's notification/claim, it is automatically considered that the Tour Operator has also received it.
3. The Tour Operator is obliged to review the Tourist's application free of charge and if the Tour Operator does not agree with the Tourist's requirements, the Tour Operator is obliged to give the Tourist a reasoned answer in writing, attaching supporting documents, no later than 14 (fourteen) working days from the date of receipt of the Tourist's application.
4. If the Tour Operator receives a Tourist's claim with deficiencies (for example, the Tourist's or authorized representative's signature is missing, or documents certifying proper representation have not been submitted, a copy of the contract and/or evidence confirming the complaint has not been submitted), the Tour Operator has the right to demand from the Tourist a reasonable within the deadline to eliminate the indicated deficiencies and submit the claim again. In this case, the deadline for submitting a response to the Tourist's claim is counted from the date of receipt of the Tourist's re-submitted claim with the corrected deficiencies.
5. The Tour Operator has the right to extend the deadline for considering the claim, but not more than 14 working days for important reasons, by providing the Tourist with a notification using a reliable data medium.
6. The statute of limitations for submitting claims by the tourist to the Tourism Operator for compensation for damages due to improper performance or non-performance of the contract is 2 (two) years.
7. The tourist can submit a claim at:
 1. Rīga, Rūpniecības iela 20 - 13, LV-1010;
 2. by filling out the claim form on the Tour Operator's website <https://goturkeynow.com> or

3. at the point of sale where the contract was concluded, for example at the Tour Operator's agent. Claims submitted/sent to other addresses will not be considered and the Tourist has no right to raise claims for non-consideration of complaints.
8. If the Tourist is not satisfied with the answer of the Tour Operator, the Tourist has the right to appeal to the institution that deals with disputes on consumer rights regarding the relevant dispute. Disputes regarding the improper execution or non-execution of the contract shall be considered in accordance with the procedure established by the Consumer Rights Protection Law of the Republic of Latvia - Consumer Rights Protection Center (Consumer Dispute Resolution Commission), located at: address: Brivibas iela 55, Riga, LV-1010, Latvia; e-mail address: ptac@ptac.gov.lv; website: <http://www.ptac.gov.lv>; telephone +371 67388624; fax: 67388634. The application can be completed electronically using the Electronic Dispute Resolution Platform (DDR): <http://ec.europa.eu/odr/>.
9. A tourist's application to an institution that examines disputes regarding consumer rights does not deny the Tourist the right to apply to the court of the Republic of Latvia in accordance with the regulatory enactments of the Republic of Latvia with a request for consideration of the dispute on its merits.

14. ENTRY INTO FORCE OF AGREEMENT

1. The agreement enters into force at the moment of its mutual signature and is valid until the obligations are fully fulfilled.
 1. The contract is considered to have been concluded (signed) remotely and comes into force until the full fulfillment of the obligations at the moment when the reservation made by the Tourist has been confirmed and the Tourist has paid all or part of the trip price.
2. If the contract is concluded remotely, it is automatically considered that the contract is concluded with the conditions published on the official website of the Tour Operator <https://goturkeynow.com> at the time of travel purchase.
3. A copy of the contract or confirmation of the conclusion of the contract is handed over to the Tourist by the Tour Operator in paper format or, if the Tourist agrees, in another secure data carrier. If the contract is concluded remotely, the Tour Operator shall, without undue delay, issue a copy of the contract or confirmation of the contract to the Tourist using a secure data medium.

15. OTHER TERMS

1. The duration of the trip is calculated according to the number of overnight stays. The departure day is the start date of the trip and the return day is the end date of the trip. When flying or driving, the first and last days of the trip are for flying/driving, not actual rest.
2. Depending on the weather conditions in the resorts and hotels, some services may not be available in the hotel areas at the beginning (March - May) and end (October - November) of the tourist season, such as open outdoor pools, outdoor restaurants, bars, cafes, water parks, holiday events, etc. Hotels the time of the offered range of services is determined at its own discretion. The hotel administration reserves the right to change the start and end dates of the season specified in the contract and the amount of paid/

unpaid services at its discretion.

3. The tourist confirms that he is informed and agrees that when purchasing a package tour service that does not include a flight, the terms of the contract applicable to trips made with the help of Charter flights are applied to the fulfillment of the contract.
 4. The tourist confirms that he agrees that, when purchasing a tourist service - an air ticket (without purchasing a complex tourist service), the payment for the purchase of flight tickets must be made to Charterreises in the amount of 100% - at the time of booking. Cancellation of flight tickets after paying for charter flights is not possible (cancellation fee of 100% of the flight ticket price). Any changes to the flight ticket take place only after evaluating the individual request of the Tourist (depending on the flight ticket tariff conditions of the specific airline, changes may be made with a surcharge or may not be possible).
 5. By signing this contract, the Tourist confirms that he understands that in addition to the name of the hotel, a hotel category is added to the contract, which may not be equivalent to the official hotel category in the country, determined by the authority of this country. This is a subjective evaluation of the hotel based on the specifics of the country, the location of the hotel, the size of the hotel, the quality of the installation, the quality and quantity of the services provided, and other similar conditions.
 6. The contract is prepared in ENGLISH, in two identical copies, with equal legal force, one copy for each Party. The Agreement entered into force taking into account the types of conclusion of the Agreement specified in the Agreement.
16. Tourists agrees with the Agreement checking the check box on the Tour Operators website <https://goturkeynow.com> I AGREE WITH THE CONTRACT